

Form MGA/51/2011-13

System Documentation

Name of Applicant Submitting this form

Date

DD

MM

YY

Remote Gaming Class

Platform

- Please complete in Block Capitals and in black ink and return this completed form to the Malta Gaming Authority (the 'Authority')
- All Documents must be completed in English
- Documents provided in other languages must have a signed English translation attached thereto and certified that it is a true copy and translation of any original submitted
- Use N/A in response to any question which is not applicable
- If there is not enough space on this form for any particular answer kindly attach a sheet hereto. Write the section number at the top of the sheet and your signature
- The Authority reserves the right to request additional information
- If there are any changes in the information provided in this Application Form, it is the Applicant's responsibility to advise the Authority immediately. Failure to do so could result in suspension or revocation of the relevant licence/ authorisation
- All Authority forms attached have to be original
- All Agreements attached should be certified true copies

		*Reference	Notes
1	Personal Information & Business Plan		
1.1	Application for a Remote Gaming Licence (Form MGA/51/2010-01)		
1.2	Shareholder, Directors, CEO and Ultimate Beneficiary Owners information		
1.2.1	For each qualifying shareholder with 5% or more interest, or Director, CEO or UBO:		
1.2.1.1	Personal Declaration Form (Form MGA/51/2010-02)		
1.2.1.2	Copy of passport		
1.2.1.3	Original birth certificate		
1.2.1.4	Police conduct certificate		
1.2.1.5	Bank reference		
1.2.1.6	Passport size photo		
1.2.1.7	Statement of affairs		
1.2.1.8	Bookmaker licence if issued in other countries		
1.2.2	In the case of UBO's the Fiduciary Agreement between the trustee and the UBO is required		

*Reference refers strictly to the Document Number, Page Number and Paragraph Number

1.3 Business Plan

- 1.3.1 The Business Plan should include:
- 1.3.2 Overview of Business and Objectives of Operation
- 1.3.3 Proposed company structure including human resources to be employed
- 1.3.4 Nature of games to be offered
- 1.3.5 Technologies to be used
- 1.3.6 Overview of application software
- 1.3.7 Three year forecast, including:
 - 1.3.7.1 Marketing and sales plan
 - 1.3.7.2 Forecast statement of comprehensive income and a forecast statement of financial position
 - 1.3.7.3 Forecast statement of cash flows
 - 1.3.7.4 Financing plan

Reference	Notes

		Reference	Notes
2	Operations		
2.1	Statutory Documentation		
2.1.1	An EEA country Company Registration Certificate		
2.1.2	Memorandum & Articles of Association:		
2.1.2.1	The company's main objects included in the memorandum & articles of association should be the operation of remote gaming		
2.1.2.2	The paid-up issued share capital stated in the memorandum & articles of association should be €100,000 for a Class 1, Class 1 on 4, Class 2, and a Class 2 on 4 and € 40,000 for a Class 3, Class 3 on 4, and a Class 4		
2.1.3	Business Entity Form:		
2.1.3.1	Funds Management		
2.1.3.2	Name of Commercial Bankers		
2.1.3.3	Operating Account Numbers		
2.1.3.4	Players' Account Numbers		
2.1.4	Declaration from an EEA Licensed Credit Institution Declaration with respect Players' Funds Accounts:		
2.1.4.1	A declaration by the credit institution holding the players' funds accounts stating that it will not attempt to enforce or execute, any charge, write-off, set-off or other claim against a clients' account		

		Reference	Notes
2.1.4.2	A declaration by the credit institution holding the players' funds accounts stating that it will not combine the account with any other account in respect of any debt owed to it by the Licensee		
2.1.4.3	A declaration by the credit institution holding the players' funds accounts stating that it shall credit any interest payable on a clients' account, only to that account		
2.1.4.4	An authorisation by the credit financial institution by which a players' account is held to disclose any information as may be requested by the Authority in respect of a players' account		
2.2	Company Policies		
2.2.1	Information Security Policy:		
2.2.1.1	The objectives of the Information Security Policy should include the integrity, confidentiality and availability of the information		
2.2.1.2	The Information Security Policy should address the safeguarding of data, in line with the objectives of the policy:		
2.2.1.2.1	The Information Security Policy should contain provisions with respect to portable computers and media		
2.2.1.2.2	The Information Security Policy should contain provisions for the disposal of media		
2.2.1.2.3	The Information Security Policy should contain provisions for the disposal of equipment		
2.2.1.3	The Information Security Policy should address the safeguarding of applications, in line with the objectives of the policy		
2.2.1.4	The Information Security Policy should address the safeguarding of equipment, in line with the objectives of the policy		
2.2.1.5	The Information Security Policy should address the safeguarding of networks, in line with the objectives of the policy		

		Reference	Notes
2.2.1.6	The Information Security Policy should address the threat of viruses, in line with the objectives of the policy		
2.2.1.7	The Information Security Policy should address the threat of intrusion, in line with the objectives of the policy		
2.2.1.8	The Information Security Policy should contain a data classification system, categorizing data and the respective measures according to its importance		
2.2.2	Incident Response Policy:		
2.2.2.1	The Incident Response Policy should include a categorisation of incidents		
2.2.2.2	The Incident Response Policy should cater for an incident response team and its responsibilities		
2.2.2.3	The Incident Response Policy should cover the reporting by the Key Official through the respective forms of any incidents to the Authority within 24 hours		
2.2.3	User Management Policy:		
2.2.3.1	The User Management Policy should include provisions with respect to acceptable email use		
2.2.3.2	The User Management Policy should include provisions with respect to robust password management		
2.2.3.3	The User Management Policy should include provisions with respect to employment/ termination		
2.3	Company Procedures		
2.3.1	Human Resources Roles & Responsibilities:		

		Reference	Notes
2.3.1.1	The Human Resources Roles & Responsibilities document should contain an organisational chart		
2.3.1.2	The Human Resources Roles & Responsibilities document should include detailed roles and responsibilities information:		
2.3.1.2.1	The Human Resources Roles & Responsibilities document should include the role and responsibilities of the MLRO		
2.3.1.2.2	The Human Resources Roles & Responsibilities document should include the role and responsibilities of the Key Official		
2.3.2	System access rights should be granted on a need-to-know basis:		
2.3.2.1	The System Access Control document should contain a procedure detailing the assignment of access rights		
2.3.2.2	The System Access Control document should contain System access right levels per job designation		
2.3.2.3	The System Access Control document should contain a physical access right level per job designation		
2.3.2.4	The System Access Control should document the controls in place with respect to any remote access to the System		
2.3.2.5	The System Access Control should include provisions for access by third parties		
2.3.3	Financial Accounting procedures:		
2.3.3.1	The Financial Accounting procedures should include accounting and reconciliation procedures		
2.3.3.2	The Financial Accounting procedures should include the compilation of monthly management accounts		
2.3.3.3	The Financial Accounting procedures should state that the Licensee shall, within 180 days from the end of its financial year, file with the Authority an audited set of financial statements prepared in accordance with international financial reporting standards		

		Reference	Notes
2.3.3.4	The Financial Accounting procedures should state that the Licensee shall, within thirty days from the end of the half yearly period, lodge with the Authority interim financial statements prepared in accordance with international financial reporting standards, showing the Licence holder's results and signed by the key official		
2.3.3.5	The Financial Accounting procedures should state that the Licensee shall effect payment to the Authority of the tax due in respect of the preceding month by not later than the twentieth day of the following month		
2.3.3.6	An original or certified true copy of the Letter of Engagement of external auditors should be submitted		
2.3.3.7	The Financial Accounting procedures should include the submission of a monthly report reconciling month-end balances of all players' funds in the account's currency and in Euro, held in credit institutions and in transit, supported by credit institutions' and payment service providers' statements, with the month-end player liabilities, supported by a System report		
2.3.3.8	The Financial Accounting procedures should include the total gaming tax due at month end, together with a computation of such a figure in the case of a Class 2, Class 2 on 4, Class 3 and Class 3 on 4 operations		
2.3.4	Business Continuity and Disaster Recovery:		
2.3.4.1	The Business Continuity Plan should identify the possible disruptive events threatening the business continuity of the operation		
2.3.4.2	The Business Continuity Plan should include contingency plans with respect to each identified threat		
2.3.4.3	The Business Continuity Plan should include the time required to resume normal operations following the occurrence of each identified disruptive event		
2.3.4.4	The Business Continuity Plan should include an escalation procedure, including contact persons, to be followed on the eventual occurrence of each identified threat		
2.3.4.5	The Business Continuity plan should include a routine testing plan with respect to recovery plans		
2.3.4.6	In the case of a Class 4 operation, the Business Continuity Plan should cater for an alternate site from which to resume temporary operations during a major disruption		

		Reference	Notes
2.3.5	Backup Procedure:		
2.3.5.1	The Backup Procedure should include details of the data which will be backed-up and the respective frequency		
2.3.5.2	The Backup Procedure should include the type of backups		
2.3.5.3	The Backup Procedure should include provisions for the offsite storage of backups		
2.3.5.4	The Backup Procedure should include a media restore testing plan		
2.3.6	Change Management Procedure:		
2.3.6.1	The Change Management procedure should include a change approval procedure for any required changes in software, hardware, and network configuration		
2.3.6.2	The Change Management procedure should state that approval by the Authority will be sought by the KO before changes are implemented		
2.3.6.3	The Change Management procedure should include the utilisation of the Authority's Incident Report and Decommissioning of Equipment forms		
2.3.6.4	The Change Management procedure should include the request to the Authority for any sealing required		
2.3.7	Fraud Management Procedures:		
2.3.7.1	Know Your Client (KYC) Procedures:		
2.3.7.1.1	The KYC Procedures should state that players who are not registered will not be allowed to play		
2.3.7.1.2	The KYC Procedures should detail the player registration procedure, including what data will be requested from the players		

		Reference	Notes
2.3.7.1.3	The KYC Procedures should detail how the System will prevent minors from registering		
2.3.7.1.4	The KYC procedure should give details on how due diligence and enhanced due diligence will be carried out		
2.3.7.1.5	The KYC procedure should detail how the email address provided by players will be verified before registration is considered complete		
2.3.7.2	Anti Money Laundering (AML) Procedures:		
2.3.7.2.1	The Anti-Money Laundering Procedures should detail the monitoring and verifications that will be carried out for the purpose of detecting money-laundering activities		
2.3.7.2.2	The Anti-Money Laundering Procedures should detail the reporting of suspicious money-laundering activities and the respective reporting of such cases to the Authority and the FIAU		
2.3.7.3	Payout Management Procedures:		
2.3.7.3.1	The Payout Management Procedures should state that the identity of players will be verified on cumulative withdrawals of €2,330		
2.3.7.3.2	The Payout Management Procedures should state that the Licensee will only remit withdrawals to the same account from which the funds originated		
2.3.7.3.3	The Payout Management Procedures should include that no cash deposits / withdrawals will be effected		
2.4	System Hardware and Applications Details		
2.4.1	System Architecture:		
2.4.1.1	The System Architecture document should include a list of all the hardware in use, the respective specifications, the location of the hardware, and any virtual machines in use		
2.4.1.2	The System Architecture document should include details about the security of the System		

		Reference	Notes
2.4.2	Application Architecture:		
2.4.2.1	The Application Architecture document should list the name of all the applications in use, including the games and the website, the version number, the company that developed the software, a description of the software and the servers on which each application resides		
2.4.2.2	The Application Architecture document should contain a description of how the applications interact with each other		
2.4.3	Network Infrastructure:		
2.4.3.1	The Network Infrastructure document should include a network schematic showing all the hardware and virtual machines in operation with the respective internal IP addresses		
2.5	Random Number Generator		
2.5.1	The Random Number Generator (RNG) document should state the brand and model of the RNG and whether it is a hardware or software RNG		
2.5.2	An original or certified true copy of a test certificate, from an independent EEA based testing lab, issued in the name of the company applying for the license, certifying that the RNG, as an integral part within the gaming system is compliant with the requirement of the Remote Gaming Regulations, namely the Third Schedule, should be submitted.		
2.6	Specification of the Gaming System		
2.6.1	The Specification of the Gaming System document should include the name of the owner of the software		
2.6.2	The Specification of the Gaming System document should include the name of organisation which did the testing and the respective tests carried out		
2.6.3	The Specification of the Gaming System should detail the processes, rules and parameters of the games:		

		Reference	Notes
2.6.3.1	The Specification of the Gaming System document should detail how the Gaming System will provide the player with the functionality required by Part IX of the Remote Gaming Regulations		
2.6.3.2	Game details should include the name of the game and the respective version number		
2.6.3.3	Game details should include the name of the company that developed the game, and the respective Software Licensing Agreement in case it was not developed in-house		
2.6.3.4	Game details should include a description of the game		
2.6.3.5	Game details should include general screenshots and screenshots showing monetary amounts quoted with the currency symbol		
2.6.3.6	Game details should include a description of any bonus games, and the respective screenshots		
2.6.3.7	Game details should include a list, picture and description of all buttons available		
2.6.3.8	Game details should include a list, picture and description of all game symbols		
2.6.3.9	Game details should include the probability and payout of each winning combination		
2.6.3.10	Game details should include the overall return to player rate, and its computation		
2.6.3.11	In the case of jackpots, game details should include information of how the jackpot is funded		
2.6.3.12	In the case of slots, the game details should include the layout of each reel		
2.6.4	The Specification of the Gaming System document should provide details on Game Risk Management:		
2.6.4.1	Game Risk Management - Class 1:		

	Reference	Notes
2.6.4.1.1	Details on risk management should be provided	
2.6.4.1.2	Details on jackpot management should be provided	
2.6.4.2	Game Risk Management - Class 2:	
2.6.4.2.1	Information on market/event management should be provided	
2.6.4.2.2	Details on odds compilation with respect to risk management should be provided	
2.6.4.2.3	Details on exposure management should be provided	
2.6.4.2.4	Details on the management of live betting should be provided	
2.6.4.3	Game Risk Management - Class 3:	
2.6.4.3.1	Details on the monitoring and prevention of collusion should be provided	
2.6.4.3.2	Details on the measures to detect money laundering transactions should be provided	
2.6.4.3.3	Details on the measures to detect the utilisation of bots/devices from players should be provided	
2.6.4.4	Game Risk Management - Class 4:	
2.6.4.4.1	Details on the turnkey solutions offering should be provided	
2.6.4.4.2	Details on the reporting capabilities of the System should be provided	

	Reference	Notes
2.6.4.4.3	Details on the management of jackpots across operators should be provided	
2.6.4.4.4	Details on the segregation between Operators should be provided	
2.6.4.4.5	Details on the leasing of equipment to Operators should be provided	
2.7	Terms and Conditions	
2.7.1	Terms and Conditions' General Information:	
2.7.1.1	The Terms and Conditions should include a version number, date of last update, and if applicable, a validity period	
2.7.1.2	The Terms and Conditions should include the registered name and address of the Licensee	
2.7.1.3	The Terms and Conditions should include the official Licence number and date of issue	
2.7.1.4	The Terms and Conditions should state that the Licensee is licensed in Malta and regulated by the Malta Gaming Authority	
2.7.1.5	The Terms and Conditions should state that it is the player's responsibility to know if their gaming is legal	
2.7.1.6	The Terms and Conditions should state that the laws of Malta apply	
2.7.1.7	In case of Terms and Conditions in different languages, all versions should reflect the same principles	
2.7.1.8	In case of Terms and Conditions in different languages, the prevailing language in case of interpretation should be stated	

		Reference	Notes
2.7.1.9	In case of the prevailing Terms and Conditions are not available in English, a faithful translation in English of the prevailing version should be submitted		
2.7.1.10	The Terms and Conditions should state that any changes to the Terms and Conditions will be notified to players in advance and the player must re-confirm acceptance, before changes come into effect		
2.7.2	Terms and Conditions' provisions with respect to Bonus Scheme Conditions:		
2.7.2.1	Any bonus Terms and Conditions should sufficiently detail the conditions of the bonus scheme		
2.7.2.2	Any bonus Terms and Conditions should include a version number, date of last update, and if applicable, a validity period		
2.7.2.3	In case of any bonus Terms and Conditions in different languages, all versions should reflect the same principles		
2.7.2.4	In case of any bonus Terms and Conditions in different languages, the prevailing language in case of interpretation should be stated		
2.7.2.5	In case of any bonus Terms and Conditions the prevailing language which is not available in English, a faithful translation in English of the prevailing version should be submitted		
2.7.3	Terms and Conditions' provisions with respect to Exceptional Circumstances:		
2.7.3.1	The Terms and Conditions should include conditions for cancellations, refunds, losses and/or odds amendment		
2.7.3.2	The Terms and Conditions should include that the Licensee reserves the right to limit/refuse bets		
2.7.3.3	The Terms and Conditions should include the procedures for miscarried and/or aborted games		
2.7.3.4	The Terms and Conditions should include the conditions for the Licensee to apply its right to terminate events and/or games		
2.7.3.5	The Terms and Conditions should include procedures in the event of error in published odds, pay tables or gaming software		

		Reference	Notes
2.7.4	Terms and Conditions' provisions with respect to Player Registration & Deregistration Process:		
2.7.4.1	The Terms and Conditions should state that the Licensee prohibits player collusion and takes measures to prohibit use of devices, such as robots, that distort normal game play		
2.7.4.2	The Terms and Conditions should state that players must be at least 18 in order to register or the applicable age in the respective country		
2.7.4.3	The Terms and Conditions should state that players must give a valid identification, address and contact email or personal telephone number		
2.7.4.4	The Terms and Conditions should state that players must have only one account		
2.7.4.5	The Terms and Conditions should state that players must register personally		
2.7.4.6	The Terms and Conditions should state that players must maintain account details up-to-date		
2.7.4.7	The Terms and Conditions should state that it is prohibited for players to sell, transfer and/or acquire accounts to/from other players		
2.7.4.8	The Terms and Conditions should state that it is prohibited for players to transfer funds amongst player accounts		
2.7.4.9	The Terms and Conditions should state a player registration may be refused or closed at the Licensee's sole discretion but contractual obligations already made will be honoured		
2.7.4.10	The Terms and Conditions should state which personal information should be kept/destroyed by the Licensee		
2.7.4.11	The Terms and Conditions should state that a 'Know Your Client' procedure will be carried out when players deposit money		
2.7.4.12	The Terms and Conditions should state the countries from which registration is prohibited		
2.7.5	Terms and Conditions' provisions with respect to Deposits:		

		Reference	Notes
2.7.5.1	The Terms and Conditions should state that players have the right to close their account, detailing the relative procedure to be followed		
2.7.5.2	The Terms and Conditions should include the methods available for deposits		
2.7.5.3	The Terms and Conditions should state the timing deposits required for qualification/withdrawal for each method available		
2.7.5.4	The Terms and Conditions should state any deposit limits		
2.7.5.5	The Terms and Conditions should include the processing fees, where applicable		
2.7.6	Terms and Conditions' provisions with respect to Withdrawals:		
2.7.6.1	The Terms and Conditions should state that players shall not treat the Licensee as a financial institution nor expect interest on their deposits		
2.7.6.2	The Terms and Conditions should include the withdrawal methods, options, settlement time and any delays imposed by the Licensee		
2.7.6.3	The Terms and Conditions should state that the identity of a player will be verified on cumulative withdrawals of €2,330		
2.7.6.4	The Terms and Conditions should state that withdrawals will be remitted only to the same account from where the funds paid into the player's account originated		
2.7.6.5	The Terms and Conditions should include any withdrawal processing fees, where applicable		
2.7.6.6	The Terms and Conditions should state any restrictions on withdrawal of funds not used for wagering/betting		
2.7.7	Terms and Conditions' provisions with respect to Inactive/Dormant and Closed Accounts:		
2.7.7.1	The Terms and Conditions should state that if no transaction has been recorded on a player's account for thirty months, the Licensee shall remit the balance in that account to the player and to the Authority if the player cannot be contacted satisfactorily		

		Reference	Notes
2.7.7.2	The Terms and Conditions should include any fees applicable with respect to inactive/dormant accounts		
2.7.7.3	The Terms and Conditions should include details and procedures for recovering funds held in dormant, closed, blocked and excluded accounts		
2.7.8	Terms and Conditions' provisions with respect to Player Self Protection Mechanisms:		
2.7.8.1	The Terms and Conditions should explain the player self protection mechanisms stipulated by the Regulations, namely the right to set financial limits on wagers and losses, right to set limits on session time, right of self exclusion for a definite or indefinite period of time and a cool down period of seven days after the licensee has received the notice		
2.7.9	Terms and Conditions' Privacy Policy:		
2.7.9.1	The Privacy Policy should state the purpose of the collection of personal data		
2.7.9.2	The Privacy Policy should state who within the organisation shall have access to personal data		
2.7.9.3	The Privacy Policy should state that the supply of personal data to third parties is on an opt-in basis		
2.7.9.4	The Privacy Policy should state the circumstances in which the Licensee has the obligation to forward information to the relevant Authorities		
2.7.10	Terms and Conditions' provisions with respect to Anti-Money Laundering:		
2.7.10.1	The Terms and Conditions should state that it is unlawful to deposit money from ill-gotten means		
2.7.10.2	The Terms and Conditions should state that all transactions are checked to prevent money laundering		
2.7.10.3	The Terms and Conditions should state that suspicious transactions will be reported to the relevant Authorities		
2.7.11	Terms and Conditions' provisions with respect to Player Complaints:		

		Reference	Notes
2.7.11	Terms and Conditions provisions with respect to Player Complaints:		
2.7.11.1	The Terms and Conditions should include a clear outline on how the Licensee handles player support/complaints		
2.7.11.2	The Terms and Conditions should include the methods available for lodging complaints and the respective contact details, which must be internationally accessible		
2.7.11.3	The Terms and Conditions should state that players have the right to bring disputes to the Authority, at complaints@mga.org.mt, if deemed unresolved		
2.7.12	Terms and Conditions' provisions with respect to chat rooms:		
2.7.12.1	The Terms and Conditions should state the purpose of the chat rooms and the applicable code of ethics		
2.7.12.2	The Terms and Conditions should state the responsibility/liability for the use of the chat rooms		
2.7.12.3	The Terms and Conditions should state the limitations on the use of the chat rooms		
2.7.12.4	The Terms and Conditions should state the controls that are in place		
2.7.12.5	The Terms and Conditions should state that chat rooms are moderated		
2.7.12.6	The Terms and Conditions should state that all conversations are logged and recorded		
2.7.12.7	The Terms and Conditions should state that collusion through the use of the chat rooms or separate chat is prohibited		
2.7.12.8	The Terms and Conditions should state that the Licensee reserves the right to remove the chat rooms if abused		
2.7.12.9	The Terms and Conditions should state that any suspicious chats will be reported to the Authority		

		Reference	Notes
2.8	Contracts with Business Partners		
2.8.1	Agreements with Payment Systems/Gateways:		
2.8.1.1	Agreements with EEA licensed Payment Service Providers		
2.8.2	Agreements with Software Providers:		
2.8.2.1	Agreements with Software Providers in the event that the gaming software is not developed in-house		
2.8.3	Other Contracts with Parent/Group/Affiliate Companies:		
2.8.3.1	Any services, outsourcing of operations, leased equipment, etc., should be accompanied by the respective Agreements. All access rights emanating from the Regulations and granted to the Authority should be included in these Agreements		
2.8.3.2	Agreement with co-location facility should include a confidentiality clause with respect to players' data		

I, (Name and Surname) _____, representing (company) _____ as the applicant, hereby certify that the information above is correct and that the documents marked are submitted with this form.

Signature of Representative

Title: System Documentation
 Author: Stephen Saliba, Systems and Financial Auditor, Malta Gaming Authority
 Derivation: System Documentation Checklist

Document Control information

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Reviser(s): Karl Brincat Peplow, Fiona Caruana, Audrey Cordina Sacco, Adrian Cortis, Rebekah Duca, Jason Farrugia.
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Version 3.2013 (uploaded online April 2013)
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2011 October – Version 2.2011 Draft 2
2011 November – Version 2.2011
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Approval:

Reuben Portanier, CEO
Malta Gaming Authority