

1. Introduction

1.1 - This user agreement (the "Agreement"), which includes those terms and conditions expressly set out below and the [Privacy Policy](#) and the [Game Rules](#) (as defined in section 9 below) is an agreement between you (the "User", "you" (formerly known as Head Infotech India Private Limited) (CIN:U72900DL2017PTC325102) and its licensors, subsidiaries "us", "we" and "our") which governs your use of the products and services ("Services") provided by the Company through Android and iOS platforms (the "Platform") and associated software ("Software"). By using any of the Services you are agreeing to all the terms and conditions of this Agreement.

1.2 - If any of the terms of the Agreement are determined to be unlawful, invalid, void, or unenforceable for any reason, the remaining terms shall remain in full force and effect. Any failure or delay on our part to act or exercise any right or remedy with respect to a breach of any term shall be construed as a waiver of our right to do so.

1.3 - The Company is member of The Online Rummy Federation (TORF), a not-for-profit organization established to support sustainable and responsible entertainment to the players across India

2. Agreement

2.1 - You should ensure that you read, understand, and agree with all the terms and conditions contained in the Agreement, the Services if you have read and understood the Agreement and agree to abide by its terms and conditions. If you have any questions, please contact us at info@a23.com.

2.2 - We reserve the right to amend, modify, or change any of the terms of this Agreement at any time, and it is advisable to check for such changes ("Notice") either by notification in the manner as the Company may deem fit or by posting the amended Agreement on our website. We may include changes to any of our Game Rules. If you do not agree with the terms of the amended Agreement, you may terminate your Accounts. Your continued use of the Services will be deemed to constitute your acceptance of the amended Agreement.

3. Ownership

Use of the A23 (a23.com) name and any of the other names or marks associated with the Platform, the Services, or the Software, without the express written permission of the Company. The Platform, the Services, and the Software, including its code, documentation, and other materials, are the exclusive product of the Company, which retains all rights, tangible and intangible, to the a23.com website, the games and other content on the Platform.

4. Eligibility

4.1 - In order to use the Services, a User must register for two separate virtual accounts (hereinafter collectively referred to as "Accounts") under Section 6 of this Agreement, and truthfully and accurately provide all mandatory information.

4.2 - In order to participate in Practice Games (as defined in section 4.3 below), you must be at least 18 years old and completely sane.

4.3 - In order to participate in Cash Games, you must satisfy the following criteria at all times:

- You must be at least 18 years old, and must not suffer from any disability or impairment which would prevent you from participating in the Games which are offered as part of the Services.
- You must be a resident of India,
- You must satisfy yourself that it is legal for you to participate in Cash Games in the specific jurisdiction from which you are participating.
- You are not a resident of any of the following states: Assam, Nagaland, Meghalaya, Orissa, Sikkim, Telangana and Andhra Pradesh.
- You are not logging in from any of the following states: Assam, Nagaland, Meghalaya, Orissa, Sikkim, Telangana and Andhra Pradesh.
- You must possess a valid PAN number, which will be associated with your account and which you will provide to us upon registration.

The 'Eligible Territory' is defined as being the territory of India excluding the states of Assam, Nagaland, Meghalaya, Orissa, Sikkim, Telangana and Andhra Pradesh. 'Cash Games' are defined as being any games or tournaments which are part of the Services and require the User to maintain a minimum balance in their Accounts and includes online Rummy. Any game other than a Cash Game made available by the Company through the Platform shall be collectively defined as 'Games'.

4.4 - Users who do not fulfill the above criteria are expressly barred from participating in Cash Games, and would not be eligible to participate in Cash Games.

4.5 - You understand and accept that by viewing or using the Platform or availing of any Services, or using communication services, you may be exposed to content posted by other Users which you may find offensive, objectionable or indecent. You may bring such content to our attention, but we reserve the right to act upon it, at our sole discretion, as we may deem fit. This shall be binding on you.

4.6 - The user agrees and acknowledges that he/she can only access the game from territories that are not classified as Restricted Territories. Any attempt to access the game from a Restricted Territory through the usage of IP or GPS masking software such as Fake GPS location, VPN, or any other means shall be considered a breach of our terms and conditions. This will lead to permanent blacklisting, deletion of the Username and closure of the Account, without any prior notice to the User. Further, such actions are also a breach of applicable laws for which the User will be held responsible under applicable laws. The Company is not responsible for the consequences on the User for illegally accessing our platform.

of documents such as your PAN card, or address and identity proof, upon request by the Company. You understand that the information provided by you. Your continued use of the Services, including but not limited to your ability to make Cash Credits, is subject to the Company's continued satisfaction that all such details provided by you are true, correct and complete.

6.4 - You are prohibited from using the Services by means of Accounts registered in the name of any other individual.

6.5 - Should you attempt to open more than one Account, under your own name or under any other name, or should you attempt to use another person's Accounts, we will be entitled to close all your Accounts and bar you from accessing or using the Services in the future. The Company reserves the right to monitor any effort to establish multiple accounts; in the event the Company discovers a person, all additional accounts will be closed without notice and continued violation will result in the termination of any and all associated winnings.

6.6 - You shall not share the password to your Accounts, or any other confidential or sensitive information associated with your Accounts. The Company is not responsible if your Accounts are accessed by others using your password or other confidential details or information. You are required to, in taking appropriate steps to select and secure your passwords by recommending to have a strong password.

6.7 You understand, represent and accept that your Account information or any related materials will not violate the rights of any other party's rights have been or will be violated as a result of the Company's use or publication of your Accounts information. You are not entitled to receive any royalties for the use of your Accounts information by or through the Company.

6.8 - You understand and accept that your participation in a Game does not create any obligation on the Company to give you any special skill as a player vis-a-vis other players in the Game.

7. Cash Balance in Virtual Accounts

7.1 - In order to participate in Cash Games, you are required to maintain a positive Cash Balance in your Accounts.

7.2 - The Cash Balance will comprise of two components- Monies residing in your Chips Account and monies residing in your Winnings and Bonus Account. To maintain your Cash Balance, you undertake/ understand the following:

a). All credits to your Chips Account ("Cash Credits") made by you must be through the third-party payment gateway(s) used by the Company. The Company is not responsible for authorization/denial of any such transactions, and such transactions are subject to and governed by the terms and conditions specified by such third-party payment gateways. The Company may however reverse any transaction, in whole or in part, from any instrument/account which was used to perform the transaction.

b). It is further agreed and acknowledged by the Users that all credits in the Chips Account made by the respective Users and on behalf of the respective Users till such amount is deducted from the Chips Account to enable the Users to participate in Cash Games.

c). All Cash Credits must be through instruments/accounts which belong to you and are in your name.

d). All transactions on the Platform must be conducted in Indian Rupees.

e). Any winnings in Cash Games will be credited exclusively to the Winnings Component of the Winnings and Bonus Account and exclusively to the Bonus Component of your Winnings and Bonus Accounts in accordance with Section 20 of this Agreement.

f). The Users agree and acknowledge that the Company shall facilitate to collect and receive the winning amount from the winner. The Company shall hold the same in the Winnings Component of the Winnings and Bonus Account, in trust for a period of 30 days. The Company may decide to utilize it to play a Cash Game or withdraw the same, in accordance with the terms and conditions of this Agreement.

g). A cash amount corresponding to the aggregate of the amounts in the Chips Account and the Winnings and Bonus Account shall be credited to a non-interest bearing bank account(s) by the Company at all times, separate from other funds of the Company. Such Cash Credits shall be of amount lying in the Chips Account or be withdrawn to the extent of amount lying in Winnings and Bonus Account as per the terms contained in the Agreement. To the extent permitted by law, the claims of Users over amounts corresponding to their Cash Credits shall be satisfied from the claims.

h). Any withdrawal of amounts from your Accounts ("Cash Withdrawal") may be carried out only in accordance with the terms and conditions of the Agreement.

i) User's relevant details required for the processing of payment from A23 to the user's account will be shared with our payment gateway.

j). The Company may impose daily/per-session limits, or other types of limits, upon your ability to perform cash credits or withdrawals to play as well as to prevent unauthorized or illegal activity. You will be informed of such limits at the time when they are imposed. While you may request that such limits be modified, the Company reserves the right to impose and modify such limits at any time.

k). Cash Withdrawals may be requested by you at any time, subject to any limits which have been imposed and in accordance with the terms of the Agreement. Such Cash Withdrawal will be affected by the Company by way of bank transfer to your bank account. Your preference in the event of a Cash Withdrawal that any Cash Withdrawal will be affected by the Company only in favour of an Indian Rupee account in your name. KYC verification is required for making withdrawals from your Account to your bank/wallet account. **KYC verification may be done through the Platform using your valid PAN card or such other documents as the Company may from time to time require; and (ii) other User details as required by the Company.**

l). The Cash Balance does not carry any interest. The Cash Balance is not transferable or negotiable, except to the extent permitted by law. Further, no Cash Withdrawal will be allowed from the Cash Balance associated with the Accounts of each User, unless the User has participated in Cash Games (which may be determined solely by the Company in its discretion) subsequent to the last recorded Cash Credit.

m). Except in the manner as provided under Section 19 of this Agreement, no Cash Withdrawal would be permitted from the Cash Balance only from the Winnings Component, garnered by participation in the requisite number of Cash Games (as determined by the Company) and residing in the Bonus Component credited by the Company. To additionally clarify, any Cash Withdrawal would be permitted only from the Winnings Component. When the respective User chooses to withdraw such winnings from the Winnings and Bonus Account, the Company on record shall transfer the specified amount to the Users.

14.4 - If you have an issue within a particular game (which shall bear a specific game ID), you are entitled to report such issue within 30 days from the date on which you played the concerned game. The Company will not entertain, act upon or follow up on complaints more than 30 days from the date on which you played the concerned game.

15. Disclaimer

15.1 - The Company expressly disclaims all responsibility and liability for any harm resulting from:

- a). your participation in, or cancellation of, any Game,
- b). any activity or transactions with third parties whom you may have connected to through the Services, the Platform or the Software,
- c). any User-generated Content, including any violation of intellectual property rights with respect to such User-generated Content.

16. Warranty

16.1 - The Company makes no warranty or representations about the accuracy or completeness of the content contained on the Platform, the Services and the Software, and all content, materials, information, services, and products contained therein, are provided 'as is' and without warranties of any kind, whether express or implied.

16.2 - The Company disclaims all warranties, express and implied with regard to the merchantability and fitness for use of the Platform, the Services or the Software. The Company does not represent or warrant that the Software will be uninterrupted or error-free, that defects will be corrected, or the company or the server that hosts the platform will be free of viruses or other harmful components.

16.3 - The Company also reserves the right to limit your use of the Services or participation in any Game, or terminate your access to the Services, if you have intentionally caused any malfunction or disruption of the Services. [The Company is not liable for any potential winnings from any Game.]

17. Additional charges that may apply

Certain additional charges may be levied upon you by the Company, or by payment gateways, banks or other intermediaries for transactions. You agree to pay any such additional charges, which may vary between various banks, payment processors or intermediaries.

18. Use of Services

18.1 - Commercial use of the Services, Platform or Software is strictly forbidden. The User is only allowed to use the Services for personal use. Under no circumstances shall a User be permitted to use his/her Accounts for any purpose other than for playing the Games.

18.2 - The User may not attempt to modify, decompile, reverse-engineer or disassemble the Software in any way. The use of any artificial intelligence, including, without limitation, 'robots' is strictly forbidden in connection with the Services. Any actions taken in relation to the Games by a User must be executed personally by the User through the user interface. The User agrees that Head Digital Works Private Limited may take steps to detect and prevent the use of EPA Programs, robots/ bots or artificial intelligence, but is not limited to, the examination of software programs running concurrently with the company's Software on the User's device.

18.3 - Your continued use of the Services will be deemed to constitute your acceptance for receiving important information notifications either by sms, e-mail or any other modes as it may deem fit.

19. SMS Alerts

How do I sign up for Head Digital Works Private Limited SMS Alerts?

In order to receive SMS Alerts from the company all you need to do is get registered with us, by signing up you are opting in to receive SMS Alerts. SMS Alerts are not mobile spam. The service is a recurring message program.

Is it free?

Although all Head Digital Works SMS Alerts are complimentary, Message & Data Rates May Apply. Depending on your telecom provider, there may be charges for receiving SMS Alerts.

What if I don't want to receive any more service messages?

To stop receiving all Head Digital Works SMS Alerts, simply text STOP to the short code +91-9840630013. Once your request is received, you will receive a final confirmation message and no further messages will be sent to your cell phone or mobile device.

An SMS reminder will be sent to all users at least once in every 6 months to provide instruction on how to opt-out. For example, you can text STOP to the short code +91-9840630013.

What if I want to opt back in?

You can start receiving Head Digital Works SMS Alerts again by simply sending a text START to the Long code +91-9840630013. Once your request is received, you will receive a confirmation message that you will be receiving messages to your cell phone or mobile device.

Commands:

START: At any time, you can text START to the long code +91-9840630013 to obtain additional information.

STOP: At any time, you can text STOP to the long code +91-9840630013. This will prevent you from receiving any further messages from the company.

22. Refunds

The Company can in its sole discretion process refunds to you under the following circumstances:

Erroneous/Accidental transactions - transaction amount unutilized: In case of an accidental/ erroneous cash credit or other Cash Credit transaction ("Refund") within 2 weeks of initiating such transaction. The Company, after determining in its sole discretion and that you have the requisite corresponding Cash Balance in your Accounts, will process the Refund request within 2 weeks of the instrument which was used to carry out the corresponding Cash Credit transaction, and no requests for an alternate mode of payment shall be entertained.

Fraudulent transactions - transaction amount unutilized: In case of a fraudulent cash credit that was not authorized by you or another user who has not yet utilized the funds of such a transaction, the Company shall process the Refund request within 2 weeks after you report and ascertaining that another user has the requisite corresponding Cash Balance pertaining to the fraudulent transaction.

Fraudulent transactions - transaction amount utilized: In case of a fraudulent cash credit that was not authorized by you or another user's account and the funds of such a transaction are utilized, the Company shall extend its complete cooperation to you to provide all required details of the user who has utilized the proceeds of the fraudulent transaction. The Company shall in no event be liable and recourse shall lie with the issuing authority of the credit instrument.

23. Bonus Amounts

The Company may, from time to time, credit bonus amounts ("Bonus Amounts") to your Winnings and Bonus Account in its sole discretion. Notwithstanding anything contained elsewhere in the Agreement, Bonus Amount Issued or Cash Withdrawals or Refunds shall be fulfilled solely at the discretion of the Company, and the User has no automatic right to a Cash Withdrawal or Refund in respect of the same.

24. Disconnections

24.1 - The Company will not be liable for any network disconnections on the User's computer or any other external network. If a disconnection is in progress, the Company will cancel the Game and refund the points / cash irrespective of the status of the Game.

24.2 - While participating in a Cash Game, a User takes full responsibility for the risk of internet disconnection or communication problems on the Company's servers, any lag or freezing of the game or Software, and any problems attributable to their own computer or network. On the Company's servers, the Company does not take any responsibility for any of the player's disconnections from the server.

24.3 - As the Company is aware that internet disconnections or other disruptions may occur, players will remain on the Game until the connection is back online, until they are eliminated.

25. Third Party Sites

The Platform may provide links to third-party web sites. Third parties and third party web sites may have different privacy policies than we do. Your dealings or communications with any party other than the Company are solely between you and that third party. The Company's publication or service of any third party by trade name, domain name, trademark, trade identity, service mark, logo, and/or other means does not constitute its endorsement or recommendation by the Company.

26. Governing Law

This Agreement shall in all respects be governed and interpreted by, and construed in accordance with, the laws of India.

27. Jurisdiction

All disputes, complaints, differences etc, shall be subject to the exclusive jurisdiction of the courts at New Delhi, India.

28. Contact us

In case of any questions or complaints, feel free to contact us any time at info@a23.com. In case of any change in your personal details, please email info@a23.com. If you forget your password, or suspect that your password or your Accounts has been compromised, please email info@a23.com.

Our decision on complaints shall be final and binding on you. For any grievances, you can reach out to Grievance Officer at info@a23.com.

29. Account Deletion

You may write to the Company in connection with deleting your Account by sending an email to the Grievance Officer at info@a23.com. If you are a user, you can delete your Account by going to 'Manage Account' option under My Account section on the Platform. Once you click on the option to 'Request Account Deletion'. For more information on data retention and deletion, please visit our Privacy Policy.

30. Accepting the terms and conditions

You undertake to have read and abide by the above terms and conditions.

31. Termination by User

You may cease using the Services and terminate your Accounts at any time, by writing to us at info@a23.com and informing us of the same.