

Terms & Conditions

1. Introduction

1.1 - These user terms & conditions (the "Agreement"), which includes those terms and conditions expressly set out below & of 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 & iOS platforms (the "Platform") and associated software ("Software"). By using any of the Services you are agreeing to all

1.2 - If any of the terms of the Agreement are determined to be unlawful, invalid, void, or unenforceable for any reason, remaining terms. Any failure or delay on our part to act or exercise any right or remedy with respect to a breach of an construed as a waiver of our right to act with respect to the said breach or any prior, concurrent, subsequent or similar breac

1.3 - The Company is member of The E-Gaming Federation (EGF), a **not-for-profit organization established to** develop a

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 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 t such changes ("Notice") either by notification in the manner as the Company may deem fit or by posting the amended include changes to any of our Game Rules. If you do not agree with the terms of the amended Agreement, you may term wish to terminate your Accounts. Your continued use of the Services will be deemed to constitute your acceptance of the ch

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 S express written permission of the Company. The Platform, the Services, and the Software, including its code, docume exclusive product of the Company, which retains all rights, tangible and intangible, to the a23.com website, the games the parts.

4. Eligibility

4.1 - In order to use the Services, a User must register for the virtual accounts in the manner as provided in detail under Sec 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 comp

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

- a). You must be at least 18 years old, and must not suffer from any disability or impairment which would prevent yo Agreement, or from participating in the Games which are offered as part of the Services.
- b). You must be a resident of India,
- c). You must satisfy yourself that it is legal for you to participate in Cash Games in the specific jurisdiction from which you
- d). You are not a resident of any of the following states: ("**Restricted Territories**"):

For all Cash Games: Assam, Nagaland, Orissa, Sikkim, Telangana and Andhra Pradesh ("**Restricted Territories**").

For Rummy and Poker, the state of Tamil Nadu shall also be considered as a Restricted Territory, in addition to the above m

Additionally, for Poker, the state of Gujarat shall also be a Restricted Territory, in addition to the above mentioned states, & Poker.

- e). You are not logging in from any of the Restricted States.:

"**Eligible Territory**" for all Cash Games except Poker and Rummy is defined as the territory of India excluding the state Andhra Pradesh.

For Rummy, the "Eligible Territory": is defined as the territory of India excluding the states of Assam, Nagaland, Orissa, Si

For Poker, the "Eligible Territory" is defined as the territory of India excluding the states of Assam, Nagaland, Orissa, Gujarat.

"Cash Games" are defined as being any games or tournaments which are part of the Services and require the User to main

5.3 - The Company levies a charge ("Service Charge") for Cash Games from all the users participated in said cash games, to be applicable. The Service Charge may vary from time to time and from one Cash Game to another.

6. Your Account

6.1 - Each User's account shall be deemed to be compartmentalized into four virtual accounts (collectively, the "Accounts")

(a) All chips bought by the Users for playing any game except Poker through the mechanism as set out below in Section 6.1 ("Chips Account") and any winnings in Cash Games, except Poker, or any Bonus Amounts received in accordance with Section 6.1 ("Winnings and Bonus Account"). To clarify further, the Winnings and Bonus Account consists of two virtual accounts ("Winnings Component") while the second part contains any bonus amounts that may be credited by the Company to the "Winnings Component") subject to fulfilment of relevant terms and conditions.

(b) Poker Accounts: In order to play Poker Cash Game, the User shall be required to move funds/chips from the Chips Account to a virtual account ("Poker Chips Account"). Any winnings in the Poker Cash Game and any Poker specific Bonus Amounts received in accordance with the Agreement shall reside/be credited in the fourth virtual account ("Poker Winnings and Bonus Account"). In the event the user account, he shall be required to move the funds available in the Poker Chips Account and Poker Winnings and Bonus Account respectively.

6.2 - Your Accounts are to be used and accessed solely by you.

6.3 - You undertake that all the information provided by you at the time of opening the Accounts, or provided by you subsequently, shall be true, accurate and correct. We are not obliged to cross check or verify information provided by you and we will not take any responsibility for providing incorrect information or concealing any relevant information from us. You further undertake to provide proof documents such as your PAN card, or address and identity proof, upon request by the Company. You understand that the Company's continued use of the Services, including but not limited to your ability to make Cash Credits and Cash Withdrawals, is subject to the Company's continued satisfaction that all such details provided by you are true, complete and correct.

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 Accounts, under your own name or under any other name, or should you attempt to open Accounts in the name of 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. We will monitor any effort to establish multiple accounts; in the event the Company discovers that you have opened more than one Account, we will close the same without notice and continued violation will result in the termination of any and all of your Accounts and the Company's Services.

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 shall take appropriate steps to select and secure your passwords by recommending to have a strong password.

6.7 - You understand, represent and accept that your Accounts information or any related materials will not violate the right 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 shall not 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 ("Cash Balance") in your Accounts.

7.2 - The Cash Balance will comprise of four components- Monies residing in your Chips Account, Poker Chips Account, Winnings and Bonus Account. In relation to such 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 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 and all transfers of funds into the Chips Account shall at all times be held by the Company in trust, for and on behalf of the respective Users till such amount is deducted from the Chips Account. The case may be, to enable the Users to participate and play the 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. Any Bonus Amount may be. Any Bonus Amount shall also be credited exclusively to the Bonus Component of your Winnings and Bonus Account in accordance with Section 20 of this Agreement,

m). Except in the manner as provided under Section 19 of this Agreement, no Cash Withdrawal would be permitted from Withdrawals may be permitted only from the Winnings Component, garnered by participation in the requisite number (at the discretion) and the Bonus Amounts residing in the Bonus Component credited by the Company. To additionally clarify, any amount in the Winnings and Bonus Account. Further, no withdrawal from the Poker Winnings and Bonus Account is permitted. For any amount in the Winnings and Bonus Account, the same shall be required to be moved to the Winnings and Bonus Account and then withdrawn in a manner as the respective User chooses to withdraw such winnings from the Winnings and Bonus Account, the Company on receipt of the specified amount to the Users.

n). Cash Credits made for participation in the Cash Games are not available for Cash Withdrawals and the same may be utilized for Cash Withdrawals. Thus no Cash Withdrawal is permitted by redeeming the chips in the Chips Account and Poker Chips Account.

o). Accordingly, while adding chips from the Cash Balance in order to gain a seat on the table or in a tournament, the non-refundable component or Poker Chips Account, as the case may be, gets deducted first followed by the refundable component, i.e. the Winning Component, to ensure the maximum possible part of the left over amount in the Cash Balance is available for refund through the Winnings and Bonus Account or the Poker Winnings and Bonus Account, the Bonus Component gets deducted first while adding chips for the tournament.

p). In the event that, for a period of more than 300 days, you (i) maintain a Cash Balance and (ii) fail to participate in a Cash Game, the right to forfeit with the entire amount in the Chips Account and the Poker Chips Account or otherwise deal with such amount as it deems fit. In the event of the non-availability of your bank account details, the Company may require you to provide those details to process the refund within scheduled time, the Company, in its sole discretion, reserves the right to forfeit the amount in the Winnings and Bonus Account or otherwise deal with such amount as it deems fit. In case of forfeiture, the amount forfeited by the Company shall be considered as Gross amount charged which is inclusive of Service Tax / Goods and Service Tax (GST) as may be applicable. These requirements and provisions may be modified from time to time in accordance with changes to the relevant tax and other laws.

7.3 a) - Your winnings in a Tourney shall be subject to internal checks (including fraud checks) as per our policies and procedures and cleared, within a reasonable time. In case you are found to be involved in any fraudulent activity in a Tourney, the Company reserves the right to forfeit the amount in the said Tourney. The Company retains the sole right to determine what constitutes fraudulent activity, and its decision in such matter shall be final.

7.3 b) - The Company is obligated to deduct tax at source ("TDS") in case of Cash Games upon winnings of more than 10,000 INR in a Tourney or Best possess a valid PAN and provide your PAN details and proof thereof immediately upon request, in order to process the Withdrawals in this respect. If you fail to provide valid PAN details within 60 days from the date of completion of game in a Tourney, you shall be subject to TDS deduction, the Company reserves the right to forfeit the winnings of said game after remitting applicable TDS. The amount forfeited by the Company shall be considered as Gross amount charged which is inclusive of Service Tax / Goods and Service Tax (GST) as may be applicable. These requirements and provisions may be modified from time to time in accordance with changes to the relevant tax and other laws.

7.4 - The Prize Pool is automatically split between 2, 3 or 4 players in 201 Pool Tourney or 101 Pool Tourney under certain conditions. The Company reserves the right to amend, modify or change the rules for automatic splitting of the Prize Pool at any time without prior notice to the Users. In a 201 Pool Tourney or 101 Pool Tourney you agree to these Rules for automatic splitting of the Prize Pool. It is clarified that the company's service charges is deducted from the winners winning amount prior to crediting the winnings in the user's account.

7.5 You acknowledge and agree that the decision of the Company in case of any dispute regarding winning & disbursement shall be final.

8. Miscellaneous

8.1 You are prohibited from:

a. undertaking any activity through the Services, the Platform or the Software that may be construed as money laundering (as defined in the Prevention of Money Laundering Act, 2002 or otherwise), including, without limitation, deliberately losing Cash Games to particular User(s), other forms of collusion or from other individuals, or making cash credits through a credit card or similar financial instrument and attempting to withdraw the same for participating in Cash Games.

b. posting, publishing or otherwise making available to other Users through our Services, Platform or Software, any content that is defamatory, obscene, abusive, harassing, threatening, fraudulent, or is otherwise deemed offensive by the company without being illegal.

c. undertaking any activity which may be harmful to other Users or interfere with the functioning of the Platform, the Software, including, without limitation, attempting to decompile the Software, intercept communications with the Platform, attempting to mask or spoof your IP address, or otherwise violate any applicable laws, including the Information Technology Act, 2000 or such other laws as may be in force in India).

8.2 - Employees, directors, consultants and agents of the Company, and any of their immediate relatives, are prohibited from participating in any Cash Game. Some such pre-designated employees for whom limited participation may be required in the course of their employment shall be exempted from this restriction.

8.3 - When putting up a profile picture, impersonating another person such as a celebrity is unlikely to be unlawful except in some situations entail fraudulent impersonation for deceit, copyright infringement and defamation. Hence, the company reserves the right to take such action as it deems fit in the player's discretion.

9. Game Rules

11.2 - However, In the event of a server crash, breakdown, software defect, technical failure or any other failure attributable to a disaster or other act of god, which results in disruption to a Game, such Game shall be cancelled and the chips in the Game shall be credited to the Company. The Company would under such limited circumstances, have the sole discretion to credit an equivalent amount of chips to the Game from where such amounts have been withdrawn, and no Service Charge will be levied upon such Game. You accept that the Company will do so in this manner, except to the extent hereby stated.

11.3 In case of any technical snag or glitch, we reserve the right to withdraw the contest (game/tourney/leaderboard) at any time. In the event of any dispute, the decision of the Company shall be final and binding on you.

12. Intellectual Property

12.1 - All rights, tangible and intangible, including copyright and other intellectual property rights, with regard to the Services, information displayed or contained therein, belong exclusively to the Company, unless expressly provided otherwise. The Company shall not use the same for any other commercial gain, and no right of any nature whatsoever is being passed on to you. Using the Services, the Platform and the Software does not, expressly or impliedly, give you ownership of any intellectual property in the content or information you access.

12.2 - While the Company retains all rights, including copyright, over any content which may be generated by Users, including message boards/forums ("User-generated Content"), you acknowledge that the Company is not responsible for such User-generated Content accessed at your own risk, and will not hold the Company responsible for an obscene, defamatory or otherwise illegal Content which may be displayed or accessible.

12.3 - Our Services, Platform or Software may display content which does not belong to the Company. The Company is not responsible for the sole responsibility of the person or entity that makes it available.

13. Breach and Consequences

13.1 - You acknowledge and agree that in the event you commit a breach (as may be determined by the Company in its sole discretion) the Company in its sole discretion determines that your continued access to the Services is prejudicial, other users or public policy, the following steps:

- a). Suspend or delete your Account(s),
- b). Bar you from using or accessing the Services in the future,
- c). Forfeit any Cash Balance(s) associated with your Account(s),
- d). Impose restrictions upon your ability to play certain types of Games,
- e). Report any suspicious or potentially illegal activity to legal or governmental authorities, and to entities including banks, law enforcement institutions or intermediaries.

13.2 - Any such actions as enumerated above which may be taken by the Company would be without prejudice to any other actions the Company may take.

14. Limitation of Liability and Indemnity

14.1 - The Company shall not be liable for any claim, loss, injury, or damages (direct, indirect, incidental or any other kind) arising from the use of the Services, the Platform or the Software.

14.2 - Notwithstanding anything to the contrary contained in the Agreement, you agree that our maximum aggregate liability shall be limited to the amount of any Cash Balance in your Accounts and technical issues explained under Clause-11 above.

14.3 - You agree to indemnify and hold harmless the Company against any claims, actions, suits, damages, penalties, or other losses in connection with or in respect of your use of the Services, the Platform or the Software.

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 to the Company within 7 days of playing such game (in which you faced the issue). The Company will not entertain, act upon or follow up on complaints reported more than 7 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

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 for 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 telco.

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 processed, 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.

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 processed, 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 following the confirmation message(s) described above in the "What if I don't want to receive any more service messages?"

How are the messages sent?

We may use auto dialer or non-auto dialer technology to send the text messages described above to the mobile phone number.

Alerts sent via SMS may not be delivered if the mobile phone is not in range of a transmission site, or if sufficient network coverage is not available within a coverage area, factors beyond the control of the wireless carrier may interfere with message delivery, including buildings, foliage, and weather. The wireless carrier does not guarantee that alerts will be delivered and will not be liable for non-delivery.

Privacy Notice

You can review our privacy policy [here](#).

20. Collusion and Fraud Prevention

In order to ensure fair play for all users of the Services, the company has taken steps that will prevent you from colluding with other players to determine the outcome of a game. By accepting the Agreement you agree that you will not play any game in partnership with other players to obtain undue benefit to you or other players. In case a player is found to be involved in such activities the Company has the right to cancel and close the Accounts without any communication to you. The Company retains the sole right to determine what constitutes collusion, and its decision in such matters shall be final. In the event the Company finds collusion, fraud or any other unfair practice, it may block the players from playing together on a table for a specific duration of time and/or refund the points/amounts involved.

21. Play Responsibly

The Company adheres to responsible gaming practices to ensure safety of customers within the system and play responsibly. We ensure the reliability and we always do best to prevent gaming-related problems. Limiting purchases made by its customers is one of the ways we ensure responsible gaming.

The Purchase Limits (PL) are set by the customers on their own. Each Customer at A23 has a Daily / Monthly / Cumulative Purchase Limit. Customers can increase/decrease their purchase limits in order to control their level of involvement with the game by adhering to KYC procedures. Customers can also choose to increase their purchase limits.

22. Refunds

The Company can, at 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 that you have the requisite corresponding Cash Balance in your Accounts, will process the Refund request within 2 weeks of the date of the instrument which was used to carry out the corresponding Cash Credit transaction, and no requests for an alternate mode of payment will be accepted.

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

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 pe info@a23.com. If you forget your password, or suspect that your password or your Accounts has been compromised, please

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

29. Accepting the terms and conditions

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

30. 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 inform may be applicable to Cash Withdrawals in accordance with the terms and conditions of this Agreement, the Company will you at this time.