

## Terms & Conditions

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### 1. Introduction

1.1 - These user terms & conditions (the "Agreement"), which includes those terms and conditions expressly set out below and those incorporated by reference including the terms of the [Privacy Policy](#) and the Game Rules (as defined in section 9 below) is an agreement between you (the "User", "you" and "your"), and Head Digital Works Private Limited (formerly known as Head Infotech India Private Limited) (CIN:U72900DL2017PTC325102) and its licensors, subsidiaries, associates, affiliates and partners (the "Company", "us", "we" and "our") which governs your use of the products and services ("Services") provided by the Company through the [www.a23.com](http://www.a23.com) website and mobile app on Android & iOS platforms (the "Platform") and associated software ("Software"). By using any of the Services you are agreeing to all the terms 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, it shall not affect the validity and enforceability of the remaining terms. Any failure or delay on our part to act or exercise any right or remedy with respect to a breach of any of the terms of this Agreement by you shall not be construed as a waiver of our right to act with respect to the said breach or any prior, concurrent, subsequent or similar breaches.

1.3 - The Company is member of The E-Gaming Federation (EGF), a not-for-profit organization established to develop and self-regulate the e-gaming industry in India.

### 2. Agreement

2.1 - You should ensure that you read, understand, and agree with all the terms and conditions contained in the Agreement, before you may use the Services. You should only use the Services if you have read and understood the Agreement and agree to abide by its terms and conditions. If you have any questions about the Agreement please contact us at [info@a23.com](mailto: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 regularly look at these terms. We shall give notice of such changes ("Notice") either by notification in the manner as the Company may deem fit or by posting the amended Agreement on the Platform. Such modifications could include changes to any of our Game Rules. If you do not agree with the terms of the amended Agreement, you may terminate your use of the Services by notifying us that you wish to terminate your Accounts. Your continued use of the Services will be deemed to constitute your acceptance of the changes to the 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 is strictly forbidden unless it is used with the express written permission of the Company. The Platform, the Services, and the Software, including its code, documentation, appearance, structure, and organization is an exclusive product of the Company, which retains all rights, tangible and intangible, to the a23.com website, the games therein, software, codes, copies, modifications, or merged 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 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 competent to enter into a contract.

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 you from assuming the responsibilities contained in the 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 are accessing the Services.

d). You are not a resident of any of the following states: ("Restricted Territories"):

For all Cash Games: Assam, Nagaland, Meghalaya, Sikkim, Telangana, Tamil Nadu and Andhra Pradesh ("Restricted Territories").

Additionally, for Poker, the state of Gujarat shall also be a Restricted Territory, in addition to the above mentioned states, and hence you must not be a resident of Gujarat to play 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 states of Assam, Nagaland, Meghalaya, Sikkim, Telangana, Tamil Nadu and Andhra Pradesh.

For Rummy, the "Eligible Territory": is defined as the territory of India excluding the states of Assam, Nagaland, Meghalaya, Sikkim, Telangana, Tamil Nadu and Andhra Pradesh.

For Poker, the "Eligible Territory" is defined as the territory of India excluding the states of Assam, Nagaland, Sikkim, Tamil Nadu, Telangana, Andhra Pradesh and Gujarat.

"Cash Games" are defined as being any games or tournaments which are part of the Services and require the User to maintain a non-zero cash balance ("Cash Balance") in their Accounts, and includes online Rummy, Fantasy Games and Poker. Any game other than a Cash Game made available by the Company through the Platform or the Software is defined as a 'Practice Game'. All Cash Games and Practice Games shall be collectively defined as 'Games'.

f). You must possess a valid PAN number, which will be associated with your account and which you will provide to us upon request.

4.4 - Users who do not fulfill the above criteria are expressly barred from participating in Cash Games, and would not be entitled to receive any prizes which they may win as a result of participation in Cash Games.

4.5 - You understand and accept that by viewing or using the Platform or availing of any Services, or using communication features on the Platform, you may be exposed to content posted by other Users which you may find offensive, objectionable or indecent. You may bring such content posted by other Users to our notice that you may find offensive, objectionable or indecent and we reserve the right to act upon it, at our sole discretion, as we may deem fit. The decision taken by us in this regard shall be final and 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 access to our website or mobile application by the user from a Restricted Territory through the usage of IP or GPS masking software such as Fake GPS location, Fake GPS GO Location Spoofer etc. will amount to a breach of our terms and conditions. This will lead to permanent blacklisting, deletion of the Username and closure of Accounts and also forfeiture of the entire Cash Balance, without any prior notice to the User. Further, such actions are also a breach of applicable laws for which the User shall be solely liable to penalties (monetary and penal) under applicable laws. The Company is not responsible for the consequences on the User for illegally accessing our platforms by breaching our security protocol.

4.7 - You agree and acknowledge that you are not a politically exposed person.

4.8 - You agree and acknowledge that you have not been convicted for any crime.

4.9 - You agree and acknowledge that you are not on the UN Sanctions list or works for a company that is on the UN sanctions list.

## 5. Description of Services

5.1 - We provide valid, registered Users the opportunity to access and play Games, including without limitation online Rummy, Fantasy Games and Poker. The Company provides software and IT services to enable games of skill to be played with other individuals over the internet.

5.2 - The Services provided by the Company are only intended to facilitate games of skill.

5.3 - The Company levies a charge ("Service Charge") for Cash Games from all the users participated in said cash games, which would be inclusive of Service Tax / GST as may 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 two virtual accounts (collectively, the "Accounts").

(a) All deposits made by the Users for playing any game and any Bonus Amounts received in accordance with Section 23 of this Agreement through the mechanism as set out below in Section 7.2(a) shall reside in the first virtual account ("Deposits Account") and any winnings in Cash Games, shall reside in the second virtual account ("Winnings Account").

(b) 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 upon request by the Company, is true, complete and correct. We are not obliged to cross check or verify information provided by you and we will not take any responsibility for any outcome or consequence as a result of you providing incorrect information or concealing any relevant information from us. You further undertake to provide proof relating to any such information, including copies of documents such as your PAN card, or address and identity proof, upon request by the Company. You understand that the Company may take steps to verify any such information provided by you. Your continued use of the Services, including but not limited to your ability to make Cash Credits and Cash Withdrawals in accordance with the terms of this Agreement, 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 use the Services by means of any other person's Accounts, we will be entitled to close all your Accounts and bar you from accessing or using the Services in the future without notice. The Company reserves the right to monitor any effort to establish multiple accounts; in the event the Company discovers that you have opened more than one Account per person, all additional accounts will be closed without notice and continued violation will result in the termination of any and all of your Accounts and the Company may void any associated winnings

6.6 - You shall not share the password to your Accounts, or any other confidential or sensitive information associated with your Accounts, with any other individual. The Company is not responsible if your Accounts are accessed by others using your password or other confidential details or information. The Company assumes your responsibility 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 Accounts information or any related materials will not violate the rights of any third party rights or give rise to any claim that another party's rights have been or will be violated as a result of the Company's use or publication of your Accounts information. You also understand that you will not be 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 a prize. Your winning is entirely dependent on your 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 two components- Monies residing in your Deposits, and Winnings Account. In relation to such Cash Balance, you undertake/ understand the following:

a). All credits/deposits to your Deposits Account ("Cash Credits") made by you must be through the third-party payment gateway(s) made available on the Platform by the Company. The Company is not responsible for authorization/denial of any such transactions, and such transactions are subject to and must be undertaken in accordance with the terms and conditions specified by such third-party payment gateways. The Company may however reverse any transaction, in which case the relevant amount would be refunded to the instrument/account which was used to perform the transaction.

b). It is further agreed and acknowledged by the Users that all credits/deposits in the Deposits 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 Deposits Account, 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 Account. Any Bonus Amount shall be credited exclusively to the Bonus Account in accordance with Section 23 of this Agreement. It is further clarified that the Bonus Amount can only be used to play the Cash Game and is not withdrawable
- f). The Users agree and acknowledge that the Company shall facilitate to collect and receive the winning amount from the other participants in the Cash game and transfer to the winner. The Company shall hold the same in the Winnings Account, in trust for and on behalf of the winner until such time as the User 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 Accounts of all Users is maintained in an unencumbered and non-interest bearing bank account(s) by the Company at all times, separate from other funds of the Company. Such Cash Balances are available to either be played to the extent of amount lying in the Deposits Account or be withdrawn to the extent of amount lying in Winnings Account at any time by Users, subject to specific restrictions contained in the Agreement. To the extent permitted by law, the claims of Users over amounts corresponding to their Cash Balances will be given preference over all other claims.
- h). Any withdrawal of amounts from your Accounts ("Cash Withdrawal") may be carried out only in accordance with the terms of this Agreement. Cash Withdrawal can be carried out only from the Winnings Account and not Deposits Account. For clarity, any amount lying in the Deposits Account can only be used to play Cash Games, and cannot be withdrawn.
- i). User's relevant details required for the processing of payment from A23 to the user's account will be shared with our payment partners.
- j). The Company may impose daily/per-session limits, or other types of limits, upon your ability to perform cash credits or Cash Withdrawals, in order to encourage responsible play as well as to prevent unauthorized or illegal activity. You will be informed of such limits at the time when they are imposed, and will also be informed of any change to such limits. While you may request that such limits be modified, the Company reserves the right to impose and modify such limits using its sole discretion.
- 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 and conditions of this Agreement. Such Cash Withdrawal will be affected by the Company by way of bank transfer to your bank account. Your preference in this regard will be given due consideration. Please note that any Cash Withdrawal will be affected by the Company only in favour of an Indian Rupee account in your name. KYC verification is mandatory as a proof of identity for making withdrawals from your Account to your bank/wallet account. KYC verification may be done through the Platform by providing certain details: (i) photograph of a valid government ID (Aadhaar Card, Driving License, PAN Card, Voter Card, Driving License etc.); and (ii) other User details.
- l). The Cash Balance does not carry any interest. The Cash Balance is not transferable or negotiable, except to the extent as may be expressly permitted by the Agreement. Further, no Cash Withdrawal will be allowed from the Cash Balance associated with the Accounts of each User, unless the relevant User has played sufficient number of 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 Deposits Account or Bonus Account. Cash Withdrawals may be permitted only from the Winnings Component, garnered by participation in the requisite number of Cash Games (as determined by the Company in its discretion). To additionally clarify, any Cash Withdrawal would be permitted exclusively from the Winnings Account. When the respective User chooses to withdraw such winnings from the Winnings Account, the Company on receipt of the request in the specified form will transfer 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 only to gain a seat on the table or in a tournament. Thus, no Cash Withdrawal is permitted by from the Deposits Account.
- o). Accordingly, while adding money from the Cash Balance in order to gain a seat on the table or in a tournament, the non-refundable component, i.e. the amount in Deposits Account gets deducted first followed by the refundable component, i.e. the Winnings Account, to ensure the maximum possible part of the left over amount in the Cash Balance is available for refund through Cash Withdrawal.

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 Company, in its sole discretion, reserves the right to forfeit with the entire amount in the Deposits Account or otherwise deal with such amount as it deems fit. Further the Company shall refund the entire amount in the Winnings Account (lying more than 300 days) to your bank account available with us or in case of non-availability of your bank account details, the Company may require you to provide those details to process the refund. In case of non-submission of bank account details within scheduled time, the Company, in its sole discretion, reserves the right to forfeit the amount in the Winnings 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 shall be released to your Account after all checks are cleared, within a reasonable time. In case you are found to be involved in any fraudulent activity in a Tourney, the Company shall have the right to forfeit your winnings of the said Tourney. The Company retains the sole right to determine what constitutes fraudulent activity, and its decision in such matters shall be final and binding.

7.3 b) - The Company is obligated to deduct tax at source ("TDS") on net winnings in Cash Games in accordance with the [TDS Policy](#).

7.4 - The Prize Pool is automatically split between 2, 3 or 4 players in 201 Pool Tourney or 101 Pool Tourney under certain scenarios as mentioned in the Game Rules. We reserve the right to amend, modify or change the rules for automatic splitting of the Prize Pool at any time without prior notice to the User. By registering and/or participating in any 201 Pool Tourney or 101 Pool Tourney you agree to these Rules for automatic splitting of the Prize Pool. It is clarified that, even in 101/201 pool, points rummy & tournaments formats the company's service charges is deducted from the winners winning amount prior to crediting the winnings in the user Winnings Account.

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

## 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 (either under the Prevention of Money Laundering Act, 2002 or otherwise), including, without limitation, deliberately losing Cash Games to particular User(s), other forms of collusive or fraudulent activity designed to transfer funds to or from other individuals, or making cash credits through a credit card or similar financial instrument and attempting to make Cash Withdrawals in another form without participating in Cash Games.

b. posting, publishing or otherwise making available to other Users through our Services, Platform or Software, any content which is obscene, defamatory, illegal, prejudicial to the Company, 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 or the Services, including but not limited to attempting to decompile the Software, intercept communications with the Platform, attempting to mask or spoof your IP address, or uploading or spreading viruses or computer contaminants (as defined in 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 Cash Games in any manner, except such pre- designated employees for whom limited any participation which may be required in the course of their employment for the purpose of testing under monitored environment.

8.3 - When putting up a profile picture, impersonating another person such as a celebrity is unlikely to be unlawful except in situations where the law specifically provides so. Some such situations entail fraudulent impersonation for deceit, copyright infringement and defamation. Hence, the choice of picture profile and its ramifications are at the player's discretion.

## 9. Game Rules

You agree to abide by the rules and regulations of each of the Games as published and periodically updated (the "Game Rules"). You should ensure that you have read and understood the rules and regulations of the Games. These Game Rules form part of the Agreement and can be found on the 'About Games' page of the Platform. Please read them now before using the Services. We may, from time to time, make additional Game formats available as part of the Services. This Agreement will apply to any Game Rules relating to such Game formats. We will let you know about, and give you the opportunity to read, such Game Rules at the time of introducing additional Games to the Platform. We reserve the right to determine the results and winners of each of the Games in accordance with the Game Rules. By registering and/or participating in any Game or tournament you agree by these determinations. We will post lists of winners on the Platform following each Game.

## 10. Tourney Gift Vouchers

10.1 - Tourney gift vouchers are valid only for participating in the tourney and carry no value.

10.2 - Players in order to register for a tourney shall redeem tourney gift vouchers (TGV) using their registered A23 account only.

10.3 - TGV can be used only once.

10.4 - Once a player registers for the tourney using TGV and then unregisters he/she will not be able to register again to the tourney using same voucher code.

10.5 - For players participating through TGV, in order to redeem their tourney winnings he/she shall require to have added cash at least once in their lifetime.

10.6 - In case of tourney cancellation or players unregistering from the tourney, the TGV will expire.

10.7 - The Company reserves the right, in its sole discretion to amend or cancel one or all tourney vouchers without prior notice. Upon such premature closure or termination, no player shall be entitled to claim loss of any kind whatsoever.

## 11. Technical Issues

11.1 - It is clarified that, once any amounts are put in the game table to participate in a Cash Game, under no circumstance would the same be returned to the Accounts. Upon the successful completion of the Cash Game, the winnings would be transferred to the Winnings Account of the relevant winner.

11.2 - However, In the event of a server crash, breakdown, software defect, technical failure or any other failure attributable to the Company or otherwise, including any natural disaster or other act of god, which results in disruption to a Game, such Game shall be cancelled and the amounts put in the table to participate in the Cash Game will be refunded/returned in the Accounts. The Company will under such limited circumstances, have the sole discretion to refund the amounts put in the table by the Users for participating in the Cash Game in their respective Accounts from where such amounts have been withdrawn, and no Service Charge will be levied upon such Game. You accept that the Company is not liable to you in such cases in any 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 without prior notice and without liability. In case 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, the Platform and the Software, and any content or information displayed or contained therein, belong exclusively to the Company, unless expressly provided otherwise. The Company is merely permitting the User to play Games online and not use the same for any other commercial gain, and no right of any nature whatsoever is being passed on the user by virtue of permitting him / her to play the Game. Using the Services, the Platform and the Software does not, expressly or impliedly, give you ownership of any intellectual property rights in the Services, Platform or Software or 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 but not limited to the contents of chat messages or message boards/forums ("User-generated Content"), you acknowledge that the Company is not responsible for such User-generated Content. You understand that you will be accessing such User-generated Content at your own risk, and will not hold the Company responsible for an obscene, defamatory, illegal or otherwise offensive User-generated 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 such content, and this content is 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) of any of the terms of the Agreement, or the Company in its sole discretion determines that your continued access to the Services is prejudicial, other users or public interest, the Company may take any one or more of 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, payment gateways, processors, or other financial 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 legal or equitable rights/remedies available to the Company.

#### 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 whatsoever) arising from or in connection with your 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 for all your claims against us, in all circumstances other than for valid Redemption of any Cash Balance in your Accounts and technical issues explained under Clause-11 above, shall be limited to Rs. 2,000/- only.

14.3 - You agree to indemnify and hold harmless the Company against any claims, actions, suits, damages, penalties, or awards brought against us by any entity or individual 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 90 days from the date you played such game (in which you faced the issue). The Company will not entertain, act upon or follow up on complaints specifically relating to issues reported by you beyond 90 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, and
- 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 or the Software. The Platform, the Services and the Software, and all content, materials, information, services, and products contained therein, including, without limitation, text, graphics, and links, 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 a particular purpose, non-infringement, freedom from computer virus etc of the Platform, the Services or the Software. The Company does not represent or warrant that the functions contained in the Platform, the Services or the Software will be uninterrupted or error-free, that defects will be corrected, or the company or the server that hosts the platform, the Services or the Software available are 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 Account, in case it determines that you have intentionally caused any malfunction or disruption of the Services. [The Company is not liable for any potential winnings from any unfinished Cash Games.]

#### 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, at the time of making deposits and Cash Withdrawals. You agree to pay any such additional charges, which may vary between various banks, payment processors or other 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 Software for his/her personal entertainment. 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 external player assistance programs ("EPA Programs") or artificial intelligence, including, without limitation, 'robots' is strictly forbidden in connection with the Services, the Platform, the Software and the Games. All actions taken in relation to the Games by a User must be executed personally by the User through the user interface accessible by use of the Platform and/or the Software. You agree that Head Digital Works Private Limited may take steps to detect and prevent the use of EPA Programs, robots/ bots, or any form of artificial intelligence. Such action may include, but is not limited to, the examination of software programs running concurrently with the company's Software on the User's computer.

18.3 - Your continued use of the Services will be deemed to constitute your acceptance for receiving important information be it account information, promotional or any sort of 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 a recurring SMS program. Head Digital works 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 text plan, you may be charged by your carrier.

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 mobile phone number is removed from our system, 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: "Text STOP to +91-9840630013 to opt-out".

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 mobile phone number is added to our system, 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 future Head Digital Works Private Limited SMS Alerts, following the confirmation message(s) described above in the "What if I don't want to receive any more service messages?" section.

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 you supply when you opt in.

Alerts sent via SMS may not be delivered if the mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the wireless carrier may interfere with message delivery, including the customer's equipment, terrain, and proximity to buildings, foliage, and weather. The wireless carrier does not guarantee that alerts will be delivered and will not be liable for delayed or undelivered messages.

Privacy Notice

You can review our privacy policy

## 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 colliding with other players in order to win/lose or otherwise determine the outcome of a game. By accepting the Agreement you agree that you will not play any game in partnership with or by communicating with other players to give 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 withhold the Cash Balance in your Accounts and to cancel and close the Accounts without any communication to you. The Company retains the sole right to determine what constitutes collusive or fraudulent activity in relation to the Services, and its decision in such matters shall be final. In the event the Company finds collusion, fraud or any other unfair practices, it has the right to cancel any such Games, block the players from playing together on a table for a specific duration of time and/or refund the points/amounts involved in any such Games.

## 21. Play Responsibly

The Company adheres to responsible gaming practices to ensure safety of customers within the system and play responsibly. The Company is committed to integrity, fairness and reliability and we always do best to prevent gaming-related problems. Limiting purchases made by its customers is one of the Play Responsibly feature of the Company.

The Purchase Limits (PL) are set by the customers on their own. Each Customer at A23 has a Daily / Monthly / Cumulative Limits to Add Cash. Customers have the flexibility to increase/decrease their purchase limits in order to control their level of involvement with the game by adhering to KYC process in place i.e. providing additional KYC documents to increase their purchase limits

In the event the Company, in its sole discretion, determines that a user is not playing responsibly, it may close/deactivate/delete the account of such user and terminate the Services either temporarily or permanently. For clarity, the decision of the Company in this regard shall be final and binding on the users.

## 22. Refunds

The Company can 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 similar event, you may request for a refund of such Cash Credit transaction ("Refund") within 2 weeks of initiating such transaction. The Company, after determining in its sole discretion whether such Refund request is genuine, and that you have the requisite corresponding Cash Balance in your Accounts, will process the Refund request within 2 weeks. Any Refund will be carried out only to the instrument which was used to carry out the corresponding Cash Credit transaction, and no requests for an alternate mode of Refund will be entertained under any circumstances.

Fraudulent transactions - transaction amount unutilized: In case of a fraudulent cash credit that was not authorized by yourself and has been credited to another user's account who has not yet utilized the funds of such a transaction, the Company shall process the Refund request within 2 weeks after determining whether such Refund request is genuine 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 yourself and has been credited to either your account or another user's account and the funds of such a transaction are utilized, the Company shall extend its complete cooperation to the banks and other investigating authorities and provide all required details of the user who has utilized the proceeds of the fraudulent transaction. The Company shall not process any refunds in this scenario and your sole recourse shall lie with the issuing authority of the credit instrument.

## 23. Bonus Amounts

The Company may, from time to time, credit bonus amount ("Bonus Amount") to your bonus account ("Bonus Account") in connection with promotional offers or other schemes. Notwithstanding anything contained elsewhere in the Agreement, Bonus Amount Issued shall be processed/ fulfilled solely at the discretion of the Company, and the User has no right to a Cash Withdrawal or Refund in respect of such Bonus Amounts. Such Bonus Amount can be used only to play Cash Game. The Bonus Amount shall be issued in such form as the Company may in its sole discretion decide.

## 24. Disconnections

24.1 - The Company will not be liable for any network disconnections on the User's computer or any other external networks. In case of any disruption of services while a Game 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 interferences between their computer and the Company's servers, any lag or freezing of the game or Software, and any problems attributable to their own computer or network connection. Other than a crash of 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 table and can continue to play the Game once 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, terms and conditions and business practices than we do. Your dealings or communications with any party other than the Company are solely between you and that third party. Reference on the Site to any product, process, publication or service of any third party by trade name, domain name, trademark, trade identity, service mark, logo, and manufacturer or otherwise does not constitute or imply 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](mailto:info@a23.com). In case of any change in your personal information, please contact Customer Service at [info@a23.com](mailto:info@a23.com). If you forget your password, or suspect that your password or your Accounts has been compromised, please contact [info@a23.com](mailto: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 [grievance@a23.com](mailto:grievance@a23.com)

**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](mailto:info@a23.com) and informing us of your intention. Subject to such restrictions as may be applicable to Cash Withdrawals in accordance with the terms and conditions of this Agreement, the Company will refund the remaining amount of your Cash Balance to you at this time.

Last Update on : 05 Jun 2023