

Terms of Service

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Valid until - 2019-11-07

Important Notification

Play Games24x7 Private Limited has migrated its Services from www.Games24x7.com to www.RummyCircle.com with effect from 22nd August, 2012. All Terms of www.Games24x7.com have been modified to replace references to www.Games24x7.com and Games24x7, with www.RummyCircle.com, with effect from the said date.

Play Games24x7 Private Limited offers online games including and not limited rummy and fantasy cricket, through the web-portals www.RummyCircle.com, www.My11Circle.com, etc. which are also linked in our partner website(s) and mobile application(s) (collectively referred to as the "Portal", (Play Games24x7 Private Limited referred to herein as "Play Games24x7" or "we" or "us" or "our").

Any person utilizing the Portal or any of its features including participation in the various contests, games ("Game") ("Amusement Facilities") being conducted on the Portal) be referred to as "User" or "you" or "your" and shall be bound by this Terms of Service Privacy Policy.

As per recent changes made to the Telangana State Gaming Act 1974, online Rummy for cash has been banned in the State of Telangana. In compliance with the Ordinance we have made changes to our services and have stopped offering online rummy game for cash in Telangana.

If you access the Service for making deposits or playing Cash Games from a jurisdiction where Cash Games are not permitted, you shall be entirely liable for any legal or penal consequences and we shall be entitled to forfeit the balance in your account.

Introduction

Your use of the products and/or services (hereinafter referred to as "Services") currently offered or to be offered in future by Play Games24x7 Private Limited, its subsidiaries, affiliates, licensors, associates and partners (hereinafter referred as "Play Games24x7") through the Portal, in which www.rummycircle.com, www.My11Circle.com are referred as website and collectively as websites (hereinafter referred as "Website" or "Websites") is subject to and governed by these Terms of Service, Privacy Policy, Help, Promotions, Add Cash, My Account and Bring-A-Friend sections collective or respectively for each Website including the sub-sections of these sections on the Websites, as the case may be (hereinafter referred as "Terms").

You understand that the Terms will be binding on you. You agree that Services offered on the Portal can be accessed only in accordance with the Terms and you shall be

responsible to comply with the Terms at all times. You are responsible to be aware of and agree to abide by the Terms as published and periodically amended or modified by Play Games24x7.

If any of the Terms are determined to be unlawful, invalid, void or unenforceable for any reason by any judicial or quasi - judicial body in India, it will not affect the validity and enforceability of the remaining Terms.

Our failure or delay to act or exercise any right or remedy with respect to a breach of any of the Terms 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.

If a promotion, game, event, competition or tournament is organized by us on a Website, it shall be governed by the Terms and any supplementary terms and conditions which may be specifically applied for that promotion, game, event, competition or tournament.

Applicability

BEFORE REGISTERING WITH US, YOU SHOULD CAREFULLY READ AND REVIEW THESE TERMS PROVIDED ON PLAY GAMES24X7 SITE WHICH ARE APPLICABLE TO ALL SERVICES ON THE WEBSITES AND ALSO THE PRODUCT-SPECIFIC CONDITIONS AND RULES APPLICABLE TO SPECIFIC OFFERINGS..

Links to the following sections of these Terms are provided below for easy access to the sections you intend to refer to. However, you should read all Terms as you will be bound by them all. Click on any of the following link to access that section directly.

1. Legality

You may only use the Services to play Cash Games (as defined below) if you are 18 years of age or over. Access to our Services or any part thereof may be restricted by us from time to time in our sole decision. You confirm that you are not accessing the Services to play Cash Games from.

- Outside India or from the States of Assam, Odisha, Telangana in India for accessing www.rummycircle.com.
- Outside India or from the States of Assam, Odisha, Telangana, Sikkim and Nagaland in India for accessing www.My11Circle.com

2. Game Services

- All tournaments, promotional games, practice games and cash games organized on the Websites are collectively referred as "Games". The rules applicable to each type of Game are provided under the Help section on the respective Website.

- "Cash Game(s)" are Games that require the participant to have a certain minimum cash balance in their user account to participate. All other Games offered on the Websites are defined as Non-Cash Game(s).
- Play Games24x7 charges service charges for Cash Games, which may vary depending on the nature of the Cash Game and are subject to change from time to time. Non-Cash Games are offered free on the Website, but may be subject to entry restrictions in some cases. Service charges charged by Play Games24x7 are inclusive of all applicable taxes, including GST.
- Disclaimer : In most of the matches, the Playing XI information shall be displayed to the users after the toss and all such information including and not limited to the toss, Playing XI, etc. provided by us is intended to help the users, however the information provided by us may have discrepancies due to technical issues and/or erroneous information from the source from which we have procured. Hence, it is recommended to the users to reaffirm the information from their reliable sources.

3. User representations

- Any information provided by you to us, whether at the stage of registration or during anytime subsequently, should be complete and truthful.
- Prior to adding cash to your user account or participating in Cash Games, you shall be responsible to satisfy yourself about the legality of playing Cash Games in the jurisdiction from where you are accessing Cash Games. If you are not legally competent to individually enter into Indian Rupee transactions through banking channels in India and/or are not accessing any Website from a permitted jurisdiction, you are prohibited from participating in Cash Games on the website. In the event of such violation, your participation in Cash Games will be deemed to be in breach of the Terms and you will not be entitled to receive any prize that you might win in such Cash Games.
- You represent that you are 18 years of age or older to participate in any Cash Games and are also otherwise competent to enter into transactions with other users and Play Games24x7. You are aware that participation in the Games organized by us ("Activity") may result in financial loss to you. With full knowledge of the facts and circumstances surrounding this Activity, you are voluntarily participating in the Activity and assume all responsibility for and risk resulting from your participation, including all risk of financial loss. You agree to indemnify and hold Play Games24x7, its employees, directors, officers, and agents harmless with respect to any and all claims and costs associated with your participation in the Activity.
- You represent that you have the experience and the requisite skills required to participate in the Activity and that you are not aware of any physical or mental condition that would impair your capability to fully participate in the Activity. You further acknowledge that you are solely responsible for any consequence resulting from your participating in this Activity or being associated with this Activity or around this Activity. You understand that Play Games24x7 assumes no liability or responsibility for any financial loss that you may sustain as a result of participation in the Activity.
- You understand and accept that your participation in a Game available on the Websites does not create any obligation on us to give you a prize. Your winning a prize is entirely dependent on your skill as a player vis-a-vis other players in the Game and subject to the rules of the Game.
- You understand and agree that you are solely responsible for all content posted, transmitted, uploaded or otherwise made available on the Websites by you. All content posted by you must

be legally owned by or licensed to you. By publishing any content on the Website, you agree to grant us a royalty-free, world-wide, non-exclusive, perpetual and assignable right to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, transmit, distribute, publicly display, and publicly perform your content and to use such content in any related marketing materials produced by us or our affiliates. Such content may include, without limitation, your name, username, location, messages, gender or pictures. You also understand that you do not obtain any rights, legal or equitable, in any material incorporating your content. You further agree and acknowledge that Play Games24x7 has the right to use in any manner whatsoever, all communication or feedback provided by you.

- You understand and accept that Play Games24x7 reserves the right to record any and all user content produced by way of but not limited to chat messages on the Websites through the Play Games24x7 feature, through the in-game chat facility or other interactive features, if any, offered as part of the Services.
- You understand that the funds in your user account held by Play Games24x7 do not carry any interest or return.
- You shall not hold Play Games24x7 responsible for not being able to play any Game for which you may be eligible to participate. This includes but is not limited to situations where you are unable to log into your user account as your user account may be pending validation or you may be in suspected or established violation of any of the Terms.
- You understand and accept that by viewing or using the Websites or availing of any Services, or using communication features on the Website, 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 as we may deem fit. The decision taken by us on this regard shall be final and binding on you.

4. User Account Creation & Operation

- To use our Services, you will need to register with us on the Portal.
- By completing the online registration process on the Portal, you confirm your acceptance of the Terms.
- By registering on Play Games24x7, you agree to receive promotional messages relating to Tournaments & Bonus through SMS, Email and Push Notifications. You may withdraw your consent by sending an email to support@RummyCircle.com or support@My11Circle.com as the case may be.
- During the registration process, you will be required to choose a login name and a password in addition to providing some other information which may not be mandatory. Additionally, you may be required to give further personal information for your user account verification and/or for adding cash to your user account. You must give us the correct details in all fields requiring your personal information, including, without limitation, your name, postal address, email address, telephone number(s) etc. You undertake that you will update this information and keep it current.
- You acknowledge that we may, at any time, require you to verify the correctness of this information and in order to do so may require additional documentary proof from you, failing which we reserve the right to suspend or terminate your registration on the Website.
- Any information provided by you to us should be complete and truthful to the best of your knowledge. 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 understand that it is your responsibility to protect the information you provide on the Websites including but not limited to your Username, Password, Email address, Contact Details and Mobile number. Play Games24x7 will not ask for your user account login password which is only to be entered at the time of login. At no other time should you provide your user account information to any user logged in on the Websites or elsewhere. You undertake that you will not allow / login and then allow, any other person to play from your user account using your username. You specifically understand and agree that we will not incur any liability for information provided by you to anyone which may result in your user account on the Websites being exposed or misused by any other person.
- You agree to use your Play Games24x7 user account solely for the purpose of playing on the Websites and for transactions which you may have to carry out in connection with availing the Services on the Websites. Use or attempted use of your user account for any reason other than what is stated in the Terms may result in immediate termination of your user account and forfeiture of any prize, bonus or balance in the user account.
- You also understand and agree that deposits in your user account maintained with us are purely for the purpose of participation in Cash Games made available on the Website.
- You understand and agree that you cannot transfer any sum from your user account with us to the account of another registered user on the Portal except as may be permitted by Play Games24x7 and subject to restrictions and conditions as may be prescribed.
- We are legally obliged to deduct tax at source (TDS) on winnings of more than ₹ 10,000/- in a single tournament, a single Pool Rummy game, or a single Points Rummy game ([click here for illustrations](#)) on www.RummyCircle.com, or a single contest on My11Circle ([click here for illustrations](#)) on www.My11Circle.com, as the case may be. In these cases, you will be required to furnish your Permanent Account Number (PAN) duly issued to you by the Income Tax authorities if you have not already done so. TDS at the rate of 30% will automatically be deducted from such winnings and the rest will be credited to your Play Games24x7 user account. Withdrawal of these winnings will only be permitted upon your providing your correct PAN details. These limits and rates are subject to change as per the prevailing rules and regulations. Play Games24x7's obligation in this regard is limited to deducting TDS as required by law and providing you an appropriate certificate of tax deduction. We neither advise you nor shall in any manner be responsible for your individual tax matters.
- We reserve the right to verify your PAN from time to time and to cancel any prize should your PAN be found inconsistent in our verification process.

5. User Account validation and personal information verification

- Play Games24x7 may from time to time attempt to validate its players' user accounts. These attempts may be made via a phone call or via email. In the event that we are not able to get in touch with you the first time around, we will make additional attempts to establish contact with you. If the phone number and email provided by you is not correct, we bear no responsibility for the Services being interrupted due to our being unable to establish contact with you.
- If we are unable to reach you or if the validation is unsuccessful, we reserve the right to disallow you from logging into the Portal or reduce your play limits and/or Add Cash limits until we are able to satisfactorily validate your user account. We will in such events email you to

notify you of the next steps regarding user account validation. We may also ask you for proof of identification and proof of address from time to time.

- Upon receipt of suitable documents, we will try our best to enable your user account at the earliest. However, it may take a few business days to reinstate your user account.
- In the event that we have made several attempts to reach out to you but have been unable to do so, we also reserve the right to permanently suspend your user account and refund the amount, if any, in your user account to the financial instrument through which the payment was made to your user account or by cheque to the address provided by you. In the event the address provided by you is incorrect, Play Games24x7 will not make any additional attempts for delivery of the cheque unless a correct address is provided by you and charges for redelivery as prescribed by Play Games24x7 are paid by you.
- The Privacy Policy of our Websites form a part of the Terms. All personal information which is of such nature that requires protection from unauthorized dissemination shall be dealt with in the manner provided in the [Privacy Policy](#) of the Website.

6. User restrictions

- **Anti-Cheating and Anti-Collusion:** You undertake that you yourself will play in all Games in which you have registered/joined and not use any form of external assistance to play. You shall not add unauthorized components, create or use cheats, exploits, bots, hacks or any other third-party software designed to modify the Websites or use any third-party software that intercepts, mines or otherwise collects information from or through the Websites or through any Services. Any attempt to employ any such external assistance is strictly prohibited.

Formation of teams for the purpose of collusion between you and any other user(s) for participating in Games organized on the Websites or any other form of cheating is strictly prohibited.

When collusion or cheating is detected on www.rummycircle.com, Play Games24x7 shall settle the Game as per its "[Game Cancellation Settlement Policy](#)" and may take further appropriate action against offending users in terms hereof.

- **Money Laundering:** You are prohibited from doing any activity on the Website that may be construed as money laundering, including, without limitation, attempting to withdraw cash from unutilized cash added through credit cards or deliberately losing money to a certain player(s).
- **Anti-SPAMMING:** Sending SPAM emails or any other form of unsolicited communication for obtaining registrations on the Website to benefit from any promotional program of Play Games24x7 or for any other purpose is strictly prohibited.
- **Multiple IDs:** Your registration on the Portal is restricted to a single user account which will be used by you to avail of the Services provided on the Portal. You are prohibited from creating or using multiple user IDs for registering on the Portal.
- You may not create a login name or password or upload, distribute, transmit, publish or post content through or on the Websites or through any service or facility including any messaging facility provided by the Websites which :
 1. is libelous, defamatory, obscene, intimidating, invasive of privacy, abusive, illegal, harassing;
 2. contains expressions of hatred, hurting religious sentiments, racial discrimination or pornography;

3. is otherwise objectionable or undesirable (whether or not unlawful);
 4. would constitute incitement to commit a criminal offence;
 5. violates the rights of any person;
 6. is aimed at soliciting donations or other form of help;
 7. violates the intellectual property of any person;
 8. disparage in any manner Play Games24x7 or any of its subsidiaries, affiliates, licensors, associates, partners, sponsors, products, services, or websites;
 9. promotes a competing service or product; or
 10. violates any laws
- In the event we determine that the login name created by you is indecent, objectionable, offensive or otherwise undesirable, we shall notify you of the same and you shall promptly provide us with an alternate login name so that we can change your existing login name to the new name provided by you. If you fail to provide an alternate name, we reserve the right to either permanently suspend your user account or restore your user account only after a different acceptable login name has been provided by you.
 - You shall not host, intercept, emulate or redirect proprietary communication protocols, used by the Website, if any, regardless of the method used, including protocol emulation, reverse engineering or modification of the Websites or any files that are part of the Websites.
 - You shall not frame the Portal. You may not impose editorial comments, commercial material or any information on the Websites, alter or modify Content on the Websites, or remove, obliterate or obstruct any proprietary notices or labels.
 - You shall not use Services on the Websites for commercial purposes including but not limited to use in a cyber cafe as a computer gaming centre, network play over the Internet or through gaming networks or connection to an unauthorized server that copies the gaming experience on the Website.
 - You shall not upload, distribute or publish through the Websites, any content which may contain viruses or computer contaminants (as defined in the Information Technology Act 2000 or such other laws in force in India at the relevant time) which may interrupt, destroy, limit the functionality or disrupt any software, hardware or other equipment belonging to us or that aids in providing the services offered by Play Games24x7. You shall not disseminate or upload viruses, programs, or software whether it is harmful to the Websites or not. Additionally, you shall not impersonate another person or user, attempt to get a password, other user account information, or other private information from a user, or harvest email addresses or other information.
 - You shall not purchase, sell, trade, rent, lease, license, grant a security interest in, or transfer your user account, Content, currency, points, standings, rankings, ratings, or any other attributes appearing in, originating from or associated with the Website.
 - Any form of fraudulent activity including, attempting to use or using any other person's credit card(s), debit cards, net-banking usernames, passwords, authorization codes, prepaid cash cards, mobile phones for adding cash to your user account is strictly prohibited.
 - Accessing or attempting to access the Services through someone else's user account is strictly prohibited.
 - Winnings, bonuses and prizes are unique to the player and are non-transferable. In the event you attempt to transfer any winnings, bonuses or prizes, these will be forfeited.
 - If you are an officer, director, employee, consultant or agent of Play Games24x7 or a relative of such persons ("Associated Person"), you are not permitted to play either directly or indirectly, any Games which entitle you to any prize on the Websites, other than in the course of your

engagement with Play Games24x7. For these purposes, the term 'relative' shall include spouse and financially dependent parents and, children.

- You shall not post any material or comment, on any media available for public access, which in our sole discretion, is defamatory or detrimental to our business interests, notwithstanding the fact that such media is not owned or controlled by us. In addition to any other action that we may take pursuant to the provision hereof, we reserve the right to remove any and all material or comments posted by you and restrict your access to any media available for public access that is either controlled or moderate by us; when in our sole opinion, any such material or comments posted by you is defamatory or detrimental to our business interests.

7. Payments and Player Funds

- All transactions on the Website shall be in Indian Rupees.
- Once you register on our Portal, we maintain a user account for you to keep a record of all your transactions with us. Payments connected with participation in Cash Games have to be made through your Play Games24x7 user account. All cash prizes won by you are credited by us into this user account.
- When making a payment, please ensure that the instrument used to make the payment is your own and is used to Add Cash into your user account only.
- Subject to the Add Cash limits specified by us from time to time, you are free to deposit as much money as you want in your user account for the purpose of participating in Cash Games on the Websites.
- Play Games24x7 wants you to play responsibly on the Websites. The ability to Add Cash in your user account shall be subject to monthly Add Cash limits which we can be set by us with undertakings, indemnity, waiver and verification conditions as we deem appropriate in our sole discretion.
- Credit card, Debit card, prepaid cash cards and internet banking payments are processed through third party payment gateways. Similarly, other payment modes also require an authorization by the intermediary which processes payments. We are not responsible for delays or denials at their end and processing of payments will be solely in terms of their policies and procedures without any responsibility or risk at our end. If there are any issues in connection with adding cash, a complaint may be sent to us following the complaints procedure provided in "Complaints and disputes" section below. You agree that in such an event of your credit being delayed or eventually declined for reasons beyond our control, we will not be held liable in any manner whatsoever. Once a payment/transaction is authorized, the funds are credited to your user account and are available for you to play Cash Games.
- We have the right to cancel a transaction at any point of time solely according to our discretion in which case if the payment is successful, then the transaction will be reversed and the money credited back to your payment instrument.
- Player funds are held in trust by us in specified bank accounts. Play Games24x7 keeps all players' funds unencumbered which will be remitted to you in due course subject to the terms and conditions applicable to withdrawal of funds. Funds held in your user account are held separately from our corporate funds. Even in the highly unlikely event of an insolvency proceeding, you claims on the deposits will be given preference over all other claims to the extent permissible by law.

8. Withdrawals

- You may withdraw your winnings by means of either an account payee cheque or an electronic bank to bank transfer for the amount of winnings.
- You agree that all withdrawals you make are governed by the following conditions:
 1. Play Games24x7 can ask you for KYC documents to verify your address and identity at any stage. Withdrawals will be permitted only from accounts for which such KYC process is complete.
 2. You can choose to withdraw money from your user account at any time, subject to bonus/prize money withdrawal restrictions, by notifying us of your withdrawal request. Bonuses (except Bring a Friend bonus) and promotional winnings are subject to withdrawal restrictions and can only be withdrawn on fulfilling some preconditions, one of which is that you have made at least one cash deposit on the Portal and thereafter played at least one Cash Game.
 3. Once notified, post verification of the withdrawal request, we may disburse the specified amount by cheque or electronic transfer based on the mode of withdrawal selected by you. We shall make our best efforts to honor your choice on the mode of withdrawal, but reserve the right to always disburse the specified amount to you by cheque. We also reserve the right to disburse the amount on the financial instrument used to Add Cash to your user account.
 4. Withdrawals attract processing charges as per the prevalent policy. You may be eligible to make one or more free withdrawals in a month depending on various factors including your club status, the amount of withdrawal or the mode of withdrawal. In the event that you do not have an adequate amount in your user account to pay the processing charge, your withdrawal will not be processed at that time. You may request for a free withdrawal subsequently if you become eligible for the same at such time.
 5. If a cheque is not encashed within 30 days of dispatch, we will deem the cheque to have been lost and reserve the right to cancel the cheque with necessary instructions to our bank to stop payment of that cheque. This may result in dishonor of that cheque in which case we shall not be liable for the cheque amount to you. Any request for reissuing the cheque will result in deduction of applicable processing charges from the amount of the cheque on reissuance.
 6. We will attempt our best to process your withdrawals in a timely manner, but there could be delays due to the time required for verification and completing the withdrawal transaction. We shall not be liable to pay you any form of compensation for the reason of delays in remitting payments to you from your user account.
 7. To be eligible to win a prize, you must be a resident of India and accessing the Services of Play Games24x7 on the Services from India.
 - If you are a prize winner resident in India and physically present in India while accessing the services of Play Games24x7 but not an Indian citizen, we will remit your winnings in Indian Rupees to the address/bank account given by you, provided, the address and bank account is within India.

9. Service Disruptions

- You may face Service disruptions, including, but not limited to disconnection or communication interferences due to issues in the internet infrastructure used for providing or accessing the Services or due to issues with the hardware and software used by you. You understand that Play Games24x7 has no control over these factors. Play Games24x7 shall not be responsible for any interruption in Services and you take full responsibility for any risk of loss due to Service interruptions for any such reason.

- You understand, acknowledge and agree to the fact that if you are unable to play in any Game due to any error or omission directly attributable to Play Games24x7, including technical or other glitches at our end, the settlement of such Games will be as per the "[Games Cancellation Settlement Policy for RummyCircle.com](#)" and entry fee would be refunded in the case of My11Circle.com.

It is clarified that, notwithstanding any limitation of liability as specified herein, Play Games24x7 specifically disclaims any liability in the case of Games where there is no money paid by you.

You agree that under no circumstances shall you compel Play Games24x7 or hold Play Games24x7 liable to pay you any amount over and above the service charges for any of the aforementioned errors/omissions of Play Games24x7.

10. Content

- All content and material on the Websites including but not limited to information, images, marks, logos, designs, pictures, graphics, text content, hyperlinks, multimedia clips, animation, games and software (collectively referred to as "Content"), whether or not belonging to Play Games24x7, are protected by applicable intellectual property laws. Additionally, all chat content, messages, images, recommendations, emails, images sent by any user can be logged/recorded by us and shall form part of Content and Play Games24x7 is free to use this material in any manner whatsoever.
- The Websites may contain information about or hyperlinks to third parties. In such a cases, we are not responsible in any manner and do not extend any express or implied warranty to the accuracy, integrity or quality of the content belonging to such third party websites. If you rely on any third party Content posted on any Website which does not belong to Play Games24x7, you may do so solely at your own risk and liability.
- If you visit any third party website through a third party Content posted on the website, you will be subject to terms and conditions applicable to it. We neither control nor are responsible for content on such third-party websites. The fact of a link existing on our Websites to a third-party website is not an endorsement of that website by us.

11. Promotions

- Bring A Friend ("BAF"): You can invite a friend, acquaintance or any other person to use the Services available on the Websites by accessing the "Bring - A - Friend" feature on the Website. The BAF bonus plan shall be governed by the additional terms and conditions provided in the BAF section on the respective Website.
- Cash bonuses may be subject to withdrawal restrictions. All bonus plans shall be governed by the additional terms and conditions applicable to that bonus plan which will apply in addition to the Terms.
- The details of various promotions organized on the Websites can be found in the Promotions section on that Website. Eligibility and applicable conditions for the ongoing promotional programs are provided in the Promotions section, which form a part of the Terms.

- Games offered under the Promotions section may be cancelled or discontinued by Play Games24x7 at any time without notice without any liability on Play Games24x7 whatsoever, except refund of entry fee, if applicable.

12. RummyRewardzTM

Details of RummyRewardzTM program of Play Games24x7 are provided in the RummyRewardzTM section on the www.RummyCircle.com.

RummyRewardzTM Program may be altered or discontinued by Play Games24x7 at any time without notice and without any liability on Play Games24x7 whatsoever.

In addition, Play Games24x7 may, but will not be obligated to, run RummyRewardz and/or other loyalty programs which may entail grant of reward points or such other loyalty rewards which may be redeemed in a manner prescribed in its specific terms and conditions.

The terms and conditions of any and all loyalty programs can be modified by Games24x7 with or without notice at any time. Play Games24x7's reserves the right at its sole discretion to terminate its loyalty programs, if any, and revoke any unredeemed loyalty points with or without notice. Games24x7 shall not be liable to pay any compensation for loyalty points remaining in your user account in any event whatsoever, including, without limitation, the discontinuation of such loyalty programs by Play Games24x7.

13. License Agreement & Intellectual Property

- All Content on the Websites shall be utilized only for the purpose of availing Services in conformity with the Terms.
- You acknowledge that all ownership rights and all copyright and other intellectual property rights in the Content are owned by Play Games24x7 or our licensors and that you have no right title or other interest in any such items except as expressly stated in the Terms.
- You are granted a personal, non-exclusive, non-assignable and non-transferable license to use the Content solely for the purposes of accessing and using the Services and for no other purpose whatsoever.
- You shall not sublicense, assign or transfer the license granted to you, or rent or lease or part with the whole or any part of such license or of the Content included in such license.
- You may not transfer, copy, reproduce, distribute, exploit, reverse engineer, disassemble, translate, decode, alter, make derivations from or make any other use of Content on the Websites in any manner other than as permitted for obtaining the Services provided on the website.
- You may not hyperlink the Websites to any other website without permission from us.
- You may access information on download and print extracts from the Websites for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you by downloading and you are expressly prohibited from using such materials for any commercial purpose unless agreed with us in writing.

14. Voluntary termination

- You are free to discontinue use of the Services on any Website at any time by intimating us of your desire to do so by sending an email to us at support@rummycircle.com or support@My11Circle.com as the case may be. If at such time, there is a positive withdrawable cash balance in your user account, we will, subject to satisfactory verification, disburse the same to you by online transfer or by a cheque in a timely manner.

15. User Account suspension

- We may suspend or otherwise put restrictions on your access to the Services on the Websites during investigation for any of the following reasons:
- Suspected violation of Terms or other abuse of your user account;
- Suspected breach of security of your user account; or
- If there have been charge-backs on your user account.
- Our decision to suspend or restrict Service or any part thereof as we deem appropriate shall be final and binding on you.

16. Breach and consequences

- In the event of breach of any of the Terms being evidenced from our investigation or if there is reasonable belief, in our sole discretion, that your continued access to the Portal or any Website is detrimental to the interests of Play Games24x7, our other users or the general public; we may in our sole discretion take any or all of the following actions:
- Restrict games between users suspected of colluding or cheating;
- Permanently suspend your user account on the Website;
- Forfeit the cash balance in your user account;
- Demand damages for breach and take appropriate civil action to recover such damages; and/or
- Initiate prosecution for violations that amount to offences in law.
- Additionally, in the event of committing material breach hereof, we reserve the right to bar you from future registration on the Website.
- The decision of Play Games24x7 on the action to be taken as a consequence of breach shall be final and binding on you.
- Any action taken by Play Games24x7 shall be without prejudice to our other rights and remedies available in law or equity.

17. Complaints & disputes

- If you have a complaint, you should in the first instance contact the customer support team at support@rummycircle.com or support@My11Circle.com, as the case may be or write to us following the procedure given in the Contact Us section on the Websites. Complaints should be made as soon as possible after circumstances arise that cause you to have a complaint.
- You accept that any complaints and disputes are and remain confidential both whilst a resolution is sought and afterwards. You agree that you shall not disclose the existence, nature or any detail of any complaint or dispute to any third party.
- Play Games24x7 shall make efforts to resolve complaints within reasonable time.
- Our decision on complaints shall be final and binding on you.

18. Modifications and alterations

- We may alter or modify the Terms at any time without giving prior notice to you. We may choose to notify of some changes in the Terms either by email or by displaying a message on the Websites; however, our notification of any change shall not waive your obligation to keep yourself updated about the changes in the Terms. Your continued use of any Website and/or any Services offered constitutes your unconditional acceptance of the modified or amended Terms.
- We may also post supplementary conditions for any Services that may be offered. In such an event, your use of those Services will be governed by the Terms as well as any such supplementary terms that those Services may be subject to.

19. Limitation of liability

- In addition to specific references to limitation of liability of Play Games24x7 elsewhere in the Terms, under no circumstances (including, without limitation, in contract, negligence or other tort), Play Games24x7 shall be liable for any injury, loss, claim, loss of data, loss of income, loss of profit or loss of opportunity, loss of or damage to property, general damages or any direct, indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever arising out of or in connection with your access to, or use of, or inability to access or use, the Services on any Website. You further agree to indemnify us and our service providers and licensors against any claims in respect of any such matter.
- Without limiting the generality of the foregoing, you specifically acknowledge, agree and accept that we are not liable to you for:
 1. the defamatory, undesirable or illegal conduct of any other user of the Services;
 2. any loss whatsoever arising from the use, abuse or misuse of your user account or any feature of our Services on the Websites;
 3. any loss incurred in transmitting information from or to us or from or to our Websites by the internet or by other connecting media;
 4. any technical failures, breakdowns, defects, delays, interruptions, improper or manipulated data transmission, data loss or corruption or communications' infrastructure failure, viruses or any other adverse technological occurrences arising in connection with your access to or use of our Services;
 5. the accuracy, completeness or currency of any information services provided on the Websites;
 6. any delay or failure on our part to intimate you where we may have concerns about your activities; and
 7. your activities / transactions on third party websites accessed through links or advertisements posted in the Website.
- Notwithstanding anything to the contrary contained in the Terms or elsewhere, you agree that our maximum aggregate liability for all your claims under this agreement, in all circumstances, other than for the payment of any withdrawable balance in your user account, shall be limited to Indian Rupees One Thousand only (INR. 1,000/-)

20. Disclaimer and indemnity

Disclaimer

- The Services on the Websites and the Content present on it are provided strictly on "as is" basis with all faults or failings. Any representations, warranties, conditions or guarantee whatsoever,

express or implied (including, without limitation, any implied warranty of accuracy, completeness, uninterrupted provision, quality, merchantability, fitness for a particular purpose or non-infringement) are specifically excluded to the fullest extent permitted by law. Play Games24x7 does not ensure or guarantee continuous, error-free, secure or virus-free operation of the Websites or its Content including software, Games, your user account, the transactions in your user account or continued operation or availability of any facility on the website.

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- Play Games24x7 disclaims responsibility and liability for any harm resulting from cancellation of any Game organized by it. If you are a cash player on the website, you acknowledge and agree that you will not be entitled to any refund in case of any service outages that may be caused by failures of our service providers, computer viruses or contaminants, natural disasters, war, civil disturbance, or any other cause beyond the reasonable control of Play Games24x7.
- Play Games24x7 specifically disclaims any liability in connection with Games or events made available or organized on the Websites which may require specific statutory permissions, in the event such permissions are denied or cancelled whether prior to or during such Game or event.
- Play Games24x7 specifically disclaims any liability in connection with your transactions with third parties which may have advertisements or are hyperlinked on the Website.
- Play Games24x7 disclaims any liability in connection with violation of intellectual property rights of any party with respect to third party Content or user content posted on our Website. Intellectual property rights in any Content not belonging to us belong to the respective owners and any claims related to such content must be directly addressed to the respective owners.
- Play Games24x7 specifically disclaims any liability arising out of the acts or omissions of the infrastructure providers or otherwise failure of internet services used for providing and accessing the Services.
- Play Games24x7 disclaims liability for any risk or loss resulting to you from your participation in Cash Games, including all risk of financial loss.
- Random Number Generator Software: iTech Labs Australia has evaluated the Random Number Generator ("RNG") used by www.RummyCircle.com and has certified that the software of Play Games24x7 complies with the relevant statistical standards of randomness. You understand that Play Games24x7 maintains the said certification it considers appropriate in the best of its belief, however, it is not possible to test all possible scenarios in any testing environment and Play Games24x7 specifically disclaims any and all liability in connection with the RNG used by Play Games24x7's software.

Indemnity

- To the extent permitted by law, and in consideration for being allowed to participate in the Activity, you hereby agree to indemnify, save and hold harmless and defend us (to the extent of all benefits and awards, cost of litigation, disbursements and reasonable attorney's fees that we may incur in connection therewith including any direct, indirect or consequential losses, any loss of profit and loss of reputation) from any claims, actions, suits, taxes, damages,

injuries, causes of action, penalties, interest, demands, expenses and/or awards asserted or brought against us by any person in connection with:

- infringement of their intellectual property rights by your publication of any content on our Website.
- defamatory, offensive or illegal conduct of any other player or for anything that turns out to be misleading, inaccurate, defamatory, threatening, obscene or otherwise illegal whether originating from another player or otherwise;
- use, abuse or misuse of your user account on our Website in any manner whatsoever;
- any disconnections, technical failures, system breakdowns, defects, delays, interruptions, manipulated or improper data transmission, loss or corruption of data or communication lines failure, distributed denial of service attacks, viruses or any other adverse technological occurrences arising in connection with your access to or use of our Website; and
- access of your user account by any other person accessing the Services using your username or password, whether or not with your authorization.

21. Governing law, dispute resolution & jurisdiction

- The Terms and Privacy Policy shall be interpreted in accordance with the laws of India.
- Any dispute, controversy or claim arising out of the Terms or Privacy Policy shall be subject to the exclusive jurisdiction of the civil courts at Mumbai.