

# Terms of Service

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Valid until - 2025-03-31

Play Games24x7 Private Limited (hereinafter referred as "Play Games24x7" or "we" or "us" or "our" "Company") owns and offers online games including but not limited to rummy through our platform "RummyCircle" (available at [www.RummyCircle.com](http://www.RummyCircle.com)/ RummyCircle app), fantasy sports through our platform My11Circle, (available at [www.My11Circle.com](http://www.My11Circle.com)/ My11Circle app), poker through our platform PokerCircle, (available at <https://www.pokercircle.co.in/> PokerCircle app) and and ludo games (including but not limited to Ludo Remix) through our platform/brand Wowzy, (available at <https://www.wowzy.com/> Wowzy app), hereinafter referred to as the "Portal" or "Platform". [www.RummyCircle.com](http://www.RummyCircle.com), [www.My11Circle.com](http://www.My11Circle.com) and <https://www.pokercircle.co.in/> and [www.wowzy.com](http://www.wowzy.com) shall be referred as "**Website(s)**" and RummyCircle/My11Circle/PokerCircle/Wowzy apps shall be referred to as App(s).

Any person utilizing the Portal/Platform(s) or any of its features including participation in the various contests, games ("Game"/"Games") being conducted on the Portal, be referred to as "User" or "Player" or "you" or "your" and shall be bound by these Terms of Service and our [Privacy Policy](#) as amended from time to time. The services provided on our Portal/Platform are collectively referred to as the "Services".

In compliance with the applicable laws as at the date of publishing of these Terms, the Company does not offer online games for entry fees and prizes in the State of Telangana and State of Andhra Pradesh. We also do not offer our services in the states of Assam, Gujarat, Nagaland and Sikkim which together with the States of Andhra Pradesh and Telangana are referred as "Restricted States". Free practice games without any real money are, however, accessible from all states in India.

If you access the Service or play Game(s) from a jurisdiction where Games are not permitted, you shall be entirely liable for any legal or penal consequences under applicable laws and as per these Terms of Service. and reserve the right to take appropriate action including forfeiture of part or complete balance in your account.

## **Introduction**

Your use of the Services through the Portal, are all subject to and governed by these Terms of Service and Privacy Policy, (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 and availed of 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(s) 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, it shall be governed by these Terms, Privacy Policy, Offer Terms and any supplementary terms and conditions which may be specifically applied for that promotion, game, event, competition or tournament.

## **APPLICABILITY**

**PRIOR TO REGISTERING WITH US, YOU SHOULD CAREFULLY READ AND REVIEW THESE TERMS WHICH ARE APPLICABLE TO ALL SERVICES ON THE PORTAL AND ALSO THE WEBSITE OR APP-SPECIFIC CONDITIONS AND RULES APPLICABLE TO THE SPECIFIC WEBSITE OR APP. BY REGISTERING ON THE PLATFORM, YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS AT ALL TIMES.**

### **1. Legality**

You may only use the Services to play Cash Games (as defined below) provided 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 directly or indirectly accessing the Services to play Cash Games

from any Restricted State or outside India. Games offered by us on our Platform are games of skill and protected business in accordance with Article 21 of the Constitution of India as held by various courts in India under multiple judgments. The said games are not to betting, gambling and/or wagering on an outcome.

## **2. Game Services**

All tournaments, promotional games, practice games and Cash Games organized on the Portal are collectively referred as "Game" or "Games". The rules applicable to each type of Game are provided under the Help section on the respective Website and App. "Cash Game(s)" is/are Game(s) that require the participant to have a certain minimum cash balance in their user account to participate. All other Games offered on the Portal are defined as Non-Cash Game(s). We charge 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 Portal but may be subject to entry restrictions in some cases. We reserve the right to undertake appropriate measures while providing the Platform for game play which includes but is not limited to matching players on the basis of their skill level.

## **3. User representations**

Any information provided by you to us, whether at the stage of registration or during anytime subsequently, should be true, correct and complete. Prior to adding cash to your user account or participating in Cash Game(s), 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 the Portal from a permitted jurisdiction, you are prohibited from participating in Cash Games on the Portal. In the event of any violation of the terms and conditions, 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 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 a contract/transactions with other users and us. You are aware that participation in the Games organized by us ("Activity") is based in usage of and dependent on your skills and may result in financial loss to you. 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. 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 further acknowledge that you are solely responsible for any consequence resulting from you participating in this Activity or being associated with this Activity or around this Activity. You agree to indemnify and hold us, our employees, directors, officers, and agents harmless and indemnified against and with respect to any and all claims and costs associated with your participation in the Activity. Any false information provided by you in respect of your information including the KYC details and also the age, etc. shall result in your violation of the Terms and shall be dealt with in accordance hereof.

You understand that we assume 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 Portal is purely voluntary and does not create any obligation on us to give you a prize. To be eligible to win a prize, you must be a resident of India and accessing the Services of Play Games 24x7 from India. Your winning of a prize is entirely dependent on your skill as a player vis-a-vis other players in the Game and is subject to the Terms and 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 Portal 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 we have the right to use all communication or feedback provided by you in any manner, whatsoever. You understand and accept that we reserve the right to record any and all user content produced by way of, including but not limited to, chat messages on the Portal through our feature, through the in-game chat facility or other interactive features, if any.

You understand that the funds in your user account with us is held in trust by the trustee bank and does not carry any interest or return. You shall not hold us or the trustee bank 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 or make some or all transactions as your user account may be pending validation or you may be suspected or are in established violation of any of the Terms. You understand and accept that by viewing or using the Portal or availing of any Services, or using communication features on the Portal, 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 in this regard shall be final and binding on you. We are and act in compliance with Financial Action Task Force (FATF) guidelines and the said guidelines are applicable to you and therefore you are also required to comply with the FATF guidelines. By using our Portal, you undertake to comply with the FATF guidelines. You represent that you are not a politically exposed person. You represent that you have not been convicted for any crime. You represent that you are not on the UN Sanctions List or work for a company/entity that is on the UN Sanctions list.

#### **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 our Portal, you agree to receive all communication from us including promotional messages relating to Tournaments & Bonus through SMS, voice call, Email and Push Notifications. You may withdraw your consent by sending an email to support@pokercircle.co.in. During the registration process, you will be required to choose a login name and a password in addition to providing certain 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 complete your KYC and give us the correct details in all fields requiring your personal information, including, without limitation, your name, postal address, email address, telephone number(s). PAN Number, Identification Number, etc. You undertake that you will update this information and keep it current. You acknowledge that we may, at any time, require 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, true 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 understand that it is your responsibility to protect the information provided by you on the Portal including but not limited to your Username, Password, Email address, Contact Details and Mobile number. We 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 third party including any user logged in on the Portal 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 and Apps being exposed or misused by any other person. You agree to use your user account with us, solely for the purpose of playing Games on the Portal and for transactions which you may have to carry out in connection with availing the Services thereon. Use or attempted use of your user account for any reason other than what is stated in the Terms may result in immediate termination/blockage 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 Portal. 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 in accordance with the Terms, which may be subject to restrictions and conditions.

We are legally obliged to deduct tax at source (TDS) on your net winnings in accordance with the applicable law as prescribed from time to time by the Government of India. To facilitate the deduction of the tax and comply with the applicable law, you will be required to furnish your valid Permanent Account Number (PAN) duly issued by the Income Tax authorities in India, if you have not already done so along with a copy of the same. We reserve the right to verify your PAN from time to time and to cancel any prize/winning should your PAN be found inconsistent in our verification process. Withdrawal of winnings from the user account will only be permitted upon you providing your correct PAN details and into your own bank account, where the amounts can be credited.

TDS at the rate of 30%, or such other rate as may be prescribed by law at the relevant time, will automatically be deducted from such net winnings at the time of any withdrawal and/or at the end of the financial year on any untaxed winnings for the year. [Click here for illustration](#). These limits and rates are subject to change as per the prevailing rules and regulations. Our obligation in this regard is limited to deducting TDS as required by law and providing you an appropriate certificate of tax deduction. You agree and acknowledge that we neither advise you nor shall in any manner be responsible for your individual tax matters.

On winning a contest with goods or cash or a combination of both as prizes, the TDS (Tax Deducted at Source) will be borne by you and we are required to ensure that TDS is collected before the goods can be provided to you. Please note that the TDS mechanism is based on the understanding of the amendments approved to the Finance Act, 2023 and the Company reserves its right to modify/change/amend/clarify the same basis the law applicable at the relevant time. In the event the applicable TDS provisions are clarified or amended by the Government, the current mechanism may undergo a change, which shall be followed and be binding on the Players and the Company. Any terms reflecting the previously followed TDS mechanism/regime ought to be ignored and same may be appearing so due to technical limitation of the App not having been updated.

## **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 or such other permissible method under law. In the event we are not able to establish contact with you in the first time, 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 we being unable to establish contact with you. If we are unable to contact you or if the validation is unsuccessful, we reserve the right to block/disallow you from logging into the Portal or modify 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 of the next steps regarding user account validation. We may also ask you for KYC documents including 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 contact you but have been unable to do so, we also reserve the right to permanently suspend your user account and refund the amount as per Clause 8 (Withdrawals and Refunds), in your user account to the financial instrument through which the payment was made to your user account. The Privacy Policy of our Portal(s) 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 Portal.

## **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 will 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 Portal or the game play, use any third-party software that intercepts, mines or otherwise collects information from or through the Portal or through any Services. Any attempt to employ any such external assistance is strictly prohibited and shall be treated as a cyber crime under applicable laws. Formation of teams for the purpose of collusion between you and any other user(s) for participating in Games organized on the Portal or any other form of cheating is strictly prohibited. When collusion or cheating is detected on the Portal, we shall settle the Game in accordance with the Terms stipulated herein or as determined by us and as per our sole decision/discretion and reserve the right to take further appropriate action against offending users in terms hereof or otherwise as per the applicable law, including but not limited to blocking the user(s), banning access to the Portal and any or all Services and forfeiting any or all amounts available in the wallets of such users. Further, we reserve the right to follow an alternative reasonable mechanism as may not be covered in the respective policy and you agree that you shall be undisputedly abide to such decision of Play Games24x7. All decisions of the Company as regards cheating and collusion shall be final and binding on the users.



**Money Laundering:**

You are prohibited from doing any activity on the Portal 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 Portal to benefit from any of our promotional program 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 the Services provided on the Portal. You are prohibited from creating or using multiple user IDs for registering on the Portal including using false IDs/information 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 Portal or through any service or facility including any messaging facility provided by the Portal which:

- is libelous, defamatory, obscene, intimidating, invasive of privacy, abusive, illegal, harassing;
- contains expressions of hatred, hurting religious sentiments, racial discrimination or pornography;
- is otherwise objectionable or undesirable (whether or not unlawful);
- would constitute incitement to commit a criminal offence;
- violates the rights of any person;
- is aimed at soliciting donations or other form of help;
- violates the intellectual property of any person;
- disparage in any manner Play Games24x7 or any of its subsidiaries, affiliates, licensors, associates, partners, sponsors, products, services, or websites; and
- promotes a competing service or product; or violates any laws.

You shall not use a login name that is indecent, objectionable, offensive or otherwise undesirable. In the event we determine that the login name created by you is indecent, objectionable, offensive or otherwise undesirable or receive any complaints from other players/third parties in relation to the same, we shall

notify you of the said issue and you shall promptly provide us with an alternate login name which will replace your current login name. If you fail to provide an alternate login 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 Portal, if any, regardless of the method used, including protocol emulation, reverse engineering or modification of the Portal or any files that are part of the Portal.

You shall not accuse or hold us or the Portal accountable for any false claims or illegal actions/inactions that are not solely attributable to us. You may not impose editorial comments, commercial material or any information on the Websites, alter or modify Content on the Portal, or remove, obliterate or obstruct any proprietary notices or labels.

You shall not use Services on the Portal 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 Portal.

You shall not upload, distribute or publish through the Portal, 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 us.

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 Portal.

Any form of fraudulent activity including, attempting to use or using any other person's UPI, 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 Portal, other than in the course of your engagement with us. 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 contact you for interpreting the appropriate reason for uploading such material or comments and to also 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 moderately controlled by us; when in our sole opinion, any such material or comments posted by you is defamatory or detrimental to our business interests.

We don't encourage accessing Cash Games using your ID on more than one mobile devices simultaneously. In such an event, we reserve the right to disallow continuation of Cash Games from the earlier logged in device(s).

## **7. Payments and Player Funds**

All transactions on the Portal shall only 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/or you are legally authorized to use such instrument which is used to add cash into your user account only.

Your updated balance, including eligible discounts from time to time, shall be duly reflected in Player Funds. Subject to the add cash limits specified by us from time to time, you are permitted to deposit amounts in your user account for the purpose of participating in Cash Games on the Portal. Effective 01.10.2023, in view of insertion of Rule 31B of the CGST Rules, 2017, Play Games24x7 shall be levying applicable GST on the amount deposited by you and shall be depositing the collected GST with the Government treasury. We shall issue an invoice for such deposit made by you and GST collected thereon.

Play Games24x7 wants you to play responsibly on the Portal. The ability to add cash in your user account shall be subject to monthly add cash limits which 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, liability 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 is credited back to your payment instrument net of GST, TDS or any other taxes applicable from time to time.

You acknowledge that:

- You hold the right, title and/or interest in the amount deposited by You.
- the amount deposited by You will be used only for participation in the Cash Games on the Platform.
- the bank account added by you for the credit of the amounts is yours and that the Company can require you to allow the same to be verified, failing which the Company has the right to block all the funds in your wallet till such time the bank account validation is not completed.

Users participating in any Cash Games on the Platform hereby authorize Play Games24x7 to appoint a Trustee/Escrow Agent to act behalf of yourself and such Trustee/Escrow Agent shall be holding the amount(s) deposited by You in a fiduciary capacity. Subject to other Terms of Service, all amounts collected from the User are held in separate non-interest earning Escrow Bank accounts. The said accounts are operated by the Escrow Agent, and from these Escrow bank accounts, the payouts are to be made to:

- Users, towards their withdrawals and prizes,
- Play Games24x7, towards its platform fees and any other charges and deductions as per these Terms; and
- Play Games24x7, towards Tax Deducted at Source (TDS) on winnings of Users, which is then discharged by Play Games24x7 to the government authorities as per applicable laws.

Play Games24x7 is authorised to enter into separate agreements with the Trustee/Escrow Agent and Escrow Banks(s) for regulating their contractual obligations related to the escrow arrangement as it considers appropriate and necessary in its sole discretion. The Users are not and shall not be regarded as beneficiaries of such agreements. For the sake of clarity, the Users are not privy to any of the contractual arrangements between the Trustee, Escrow Bank and Play Games24x7.

## **8. Withdrawals and Refunds**

## Withdrawals:

### 1. Withdrawal of winnings:

You may withdraw your winnings into your bank account by means of an electronic bank to bank transfer for the amount of winnings.

You agree that all withdrawals of your winnings are governed by the following terms and conditions:

- Withdrawal of your winnings will be subject to the receipt and successful verification of your KYC documents, PAN details and bank account, failing which we will not be obligated to allow the withdrawals of your winnings/make payments.
- You shall ensure that your name is identical in your KYC documents, PAN and bank account, failing which we will not be obligated to allow the withdrawals of your winnings/make payments.
- You can choose to withdraw only your winnings (which we determine as withdrawable) from your user account at any time, subject to bonus/prize money withdrawal restrictions, by notifying us of your withdrawal request.
- Once notified, post verification of the withdrawal request, we may disburse the specified amount by an electronic transfer based on the mode of withdrawal selected by you. In case of non-availability of your bank account details, the Company may require you to provide those details to process the withdrawal. We also reserve the right to disburse the amount on the financial instrument used to add cash to your user account.
- Withdrawals on the gaming platform attract processing charges as per the prevalent policy, which shall be borne by you. You may be eligible to make one or more free withdrawals in a month depending on various factors including but not limited to your club status, the amount of withdrawal or the mode of withdrawal.
- We and you are both obligated to comply and adhere to various applicable banking laws/rules and regulations from time to time. 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, our dependence on banks and/or third parties to process transactions on our Platform 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.

- We shall only remit winnings to Indian bank account(s) owned by you and in Indian Rupees. We will not make any payments or remit any amounts to Non-Resident (External) bank accounts or to bank account(s) that do not belong to you.
- All amounts deposited are subject to tax deducted at source (TDS). You are responsible for bearing the cost of any indirect taxes as per applicable laws as amended from time to time (in addition to GST collected on deposits made by you). We reserve the right to recover taxes that become due and payable to the respective authority owing to any operation of law, demand by relevant authority or any judicial pronouncement or otherwise. We reserve the right to deduct the said amount from your balance with us and deposit the tax with the government treasury.
- Withdrawal restrictions:
  - The amount you withdraw may be subject to a minimum withdrawal limit as determined by us from time to time
  - 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
  - The frequency of withdrawals may be subject to certain restrictions as determined by us from time to time. You can understand these restrictions on our Platform while requesting withdrawals.

## 2. Withdrawal of bonuses:

- All bonus amounts provided by us will be deemed as promo-cash and will not be withdrawable by you unless otherwise allowed and communicated specifically by us.
- If allowed by us, any withdrawal of bonus amounts 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 and/or as specifically stipulated in the particular Offer/contest/tournaments offering such bonus.

- The terms under the "Withdrawal of winnings" section above shall be applicable to any bonus amounts that are withdrawable, as determined by us.

## **Refunds:**

- We will refund any amount left in your deposit balance if:
  - (a) you chose to close your account,
  - (b) your account gets suspended or removed due to any instruction received from any government or regulatory authority. It is hereby clarified that if there are any on-going investigations conducted on your account by such government or regulatory authority, such refunds will not be granted, until such investigations have been concluded and as determined by us.
- Any such refund request shall be processed net of applicable taxes and to the extent shall not be eligible for refund as per applicable laws.
- We will not be obligated for processing refunds for scenarios that are beyond our reasonable control.

In case of non-availability of your bank account details, the Company may require you to provide those details to process the refund. We also reserve the right to disburse the amount on the financial instrument used to add cash to your user account

- It is hereby clarified that all refunds may be subject to the receipt and successful verification of your KYC documents, PAN details and bank account, failing which we will not be obligated to process any refunds.
- You shall ensure that your name is identical in your KYC documents, PAN and bank account, failing which we will not be obligated to process any refunds.

## **9. Service Disruptions**

You may face Service disruptions, including, but not limited to disconnection or communication interferences due to external factors like 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/participate in any Game/contest/competition due to any error or omission whether or not attributable to Play Games24x7, including technical or other glitches, the settlement shall happen in accordance with the Terms stipulated herein or as determined by us and as per our sole decision/discretion

The Company shall, where applicable, attempt to start the game immediately once minimum number of players join the game. However, the Company doesn't commit the same and there may be delay(s) in commencement of the game due to any reason whatsoever.

In certain cases while playing any Games on our Platform wherein (i) there arises any kind of service disruptions or internet disconnections which results in an incorrect prize or error message being displayed to you or (ii) cases wherein we have erroneously communicated to you that you have won a particular prize through various mediums (including but not limited to) SMS, WhatsApp, email, phone call etc., in such scenarios, we will communicate to you the correct prize, if any, as soon as possible along with a brief description of the errors due to which such miscommunications or errors have occurred. You will only be entitled to the prize that has been communicated to you correctly and not pursuant to any technical glitch or any other errors The decision of Play Games24x7 regarding the same shall be final and binding.

It is clarified that, notwithstanding any limitation of liability as specified herein, Play Games24x7 specifically disclaims any liability in the case of our Games, Platform or Services.

## **10. Content**

All content and material on the Portal including but not limited to information, scores, ranking, winnings, 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 law including 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

subject to our [Privacy Policy](#). In addition, you consent that we are entitled to display your User ID, ranking and/or winnings in one or more contests as part of any product/advertisement creatives independently or as a part of list of scores/rankings.

The Portal may contain information about or hyperlinks to third parties. In such case(s), 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 or apps. If you rely on any third-party Content posted on any website or app 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 or app through a third-party content posted on the Portal, you will be subject to terms and conditions applicable to such third-party website or app. We neither control nor are responsible for content on such third-party websites or apps. The fact of a link existing on our Portal to a third-party website or app is not an endorsement of that website or app by us.

## **11. Promotions and Discounts**

Play Games24x7 runs various promotional activities/offers/bonus offers/contests on its Platform for the purpose of attracting new users/players, retaining existing users/players and for incentivizing users/players to play Games and avail the said offers, These promotional activities/offers/bonus offers/contests and its eligibility criteria (including relevant/offer specific terms and conditions) are specifically described under our "Promotions" page available at <https://www.pokercircle.co.in/promotions/promotions.html> (as amended) and which are notified via SMS, Whatsapp or other forms of communication ("Offers"). These Offers shall be governed by the Terms and certain additional terms and conditions ("Offer Terms") as stipulated below and additional specific offer terms that may be prescribed by the Company from time to time. Play Games24x7 may also offer discounts for playing Cash Games wherein you may be eligible to deposit a lesser amount to play Cash Games or participate in certain contests or tournaments ("Discounts"). Such Discounts are also subject to certain specific terms and conditions as stipulated herein below ("Discount Terms")

## Offer Terms:

1. The Terms shall be applicable to all Offer(s), present or future, and your participation in these Offers are voluntary.
2. It is hereby clarified, that the latest/recently amended Offer Terms (if amended) in relation to the Offers shall be applicable to the Offers on the current date, regardless of the fact that you were projected different Offer Terms in the past while participating in the Offer, unless otherwise determined by us.
3. Your participation in any Offer(s) does not guarantee your participation in any other Offer(s), unless otherwise permitted by us specifically and communicated expressly.
4. You shall not participate in Offers through multiple user accounts. If we detect such instances, we reserve a right to disqualify you from the said Offers, block your account and forfeit any and all prizes/bonuses that you may be eligible to receive in relation to the said offers.
5. You are obligated to respond to the winnings message sent by us for claiming the respective prizes/use the allotted bonuses etc within a particular period of time (as prescribed by us). Any non-response or delay in responding to the messages within the stipulated time may result in delay or denial of the prize/use of the allotted bonus etc.. The decision of the Company shall be final and binding.
6. You shall not be eligible to participate in any Offers if your phone number is listed on the National Do Not Call Registry ("NDNC Registry"). If you have participated in the Offers and have listed your phone numbers on NDNC Registry, you shall de-register yourselves from the NDNC Registry till the completion of such Offers (including the delivery of bonus amount (if any) or the free-entry (if any) or receipt of any prizes under such Offers). If you are intending to participate in the Offers and have not de-registered yourselves from the NDNC Registry, you shall also have no right to make any claims or raise any complaints against us if you do or do not receive any call or SMS or any communication with respect to your participation in the Offers and all other matters pertaining to the Offers. You agree not to make any claim or raise any complaint whatsoever against us in this respect.
7. Offers can be paused/cancelled/modified by us at any time for any reason without notice to you and without us incurring any liability whatsoever.

8. We have a right to forfeit the prizes/bonus amount relating to the Offers for any reason whatsoever including but not limited to any fraudulent acts, your breach of applicable laws or due to breach of the Terms and Offer Terms.
9. Your mere participation in any Offers does not make you entitled to any prizes/bonus amounts/products/white goods etc. relating to the Offers.
10. We reserve the right to amend these Offer Terms without any reasons and at any time without notice to you, and without incurring any liability(ies).
11. All instructions and applicable flow-down terms and conditions relating to the specific products (white goods), vouchers etc. (from third parties) that may be awarded to you will be governed by the instructions, terms and conditions associated with those specific products (white goods)/vouchers including the terms of use thereof. The terms governing the details and the use of the white goods are provided by the manufacturer of the said white goods and any issues in the white goods shall be required to be dealt with the manufacturer of the white goods directly.
12. Offers shall be valid for a particular time period as determined by us. Deadlines or time periods for the Offers may be varied or amended, at any time as per our sole discretion.
13. Offers shall be provided in specific states or PAN India (excluding states where Games are banned) as per the sole discretion of the Company. You shall not participate in any Offers or play Games in any state where Games are banned. If you participate in any Offers or play Games in any state where Games are banned, you will be solely responsible for the same and we will not be held liable for any claims, losses, damages incurred in relation to the same.
14. We disclaim all warranties/guarantees with respect to any prizes/commodities/white goods won by you, which has been provided by a third-party company.  
Responding to any feedback, suggestion and/or queries from you relating to the Offers, shall be as per our sole discretion.
15. Once You become eligible to receive a prize in relation an Offer as per our sole discretion and You successfully receive such prize, You shall not be eligible to receive another associated prize, unless otherwise determined by Us.
16. Any prize associated with any Offer is not shareable/transferable by You once You become eligible to and has received the said prize.
17. If the prizes in relation to an Offer include vouchers which can be redeemed on third party platforms, then unless determined by Us (i) such vouchers shall be valid for only one (1) unit of a

product and of the specified model only and not redeemable for cash whatsoever (ii) the voucher shall be for one-time use only and cannot be clubbed with any other ongoing offers (iii) You shall have no right to request for a new voucher once the vouchers in Your possession have already been redeemed.

18. You agree to indemnify and hold the Company and its officers and directors harmless from any fraudulent acts, misuse of Offers and breach of these Offer Terms by you.
19. We shall in no way be liable to you for any direct, indirect or consequential claims/damages incurred by you or any third party resulting from (i) the Offers or the prizes you win (ii) any non-functionality/defect of the prizes awarded by us through the Offers (iii) redemption/delayed redemption of any vouchers won by you as prizes with respect to the Offers
20. If you are unable to join any one or more contest(s) in any special offer for any reason whatsoever, you will not be able to avail such offer. In such cases, any money deducted from the wallet will be refunded to your wallet and you can rejoin any of such contests individually as a normal user provided such contests are available and subject to the terms of such contests.
21. If the Offers comprise of white goods as prizes on the Platform, the below terms shall also be applicable (unless otherwise stipulated or determined by Company):
  - The product does not endorse or sponsor the services/contest/quiz on PokerCircle website/PokerCircle app and has no association with Poker/Company. Poker/Company reserves the right to change the criteria to choose the winners.
  - The images used are for representational purposes only, the actual model of product to be awarded may differ and the decision of PokerCircle/Company will be final and binding in this regard.
  - If it is a tie in the contest/Offer, the user/player who joined earlier will be eligible for the prize. If the product is not available, another product of similar value shall be offered as a prize.
  - The trade marks associated with such white goods/products/prizes are the intellectual property rights of their respective owners, and there is no association with or endorsement by the said trademark owners.
  - If PokerCircle/Company permits the respective winner to opt for cash instead of the product, such cash prize shall be equivalent to ex-showroom price of such product.

## **Discount Terms:**

1. The utilization of any Discount shall be subject to certain additional terms which will be notified to You at the time of issuance of any Discount.
2. Discount shall be issued at our sole discretion and cannot not be demanded as a matter of right.
3. Discount will be applied towards the pre-designated amount for joining any Contest/Games.
4. It is hereby clarified that such Discounts are not withdrawable by you unless expressly or otherwise clarified/allowed by us for certain promotional activities, subject to our sole discretion and at such additional terms as may be prescribed and you shall not be permitted to transfer or withdraw any amount of Discounts offered to any other account including your bank account.
5. Any Discount issued to you may take up to 24 hours to reflect in their respective Discount account/separate account and it reflects the maximum discount eligible to you subject to fulfillment of certain conditions.
6. You agree not to hold us responsible or liable for any delay, including any loss of opportunity to join any Contest(s) due to delay in crediting the Discount.
7. Upon termination of your account, all Discounts shall be forfeited and you shall not have any right or interest on such Discount.

## **12. Loyalty Program**

Play Games24x7 may have common or separate loyalty programs for its different products/games. Loyalty programs are in the nature of discount schemes run from time to time. Details and applicable terms and conditions of our loyalty program can be accessed in the respective sections under Promotions page. Our loyalty program(s) or the terms thereof may be altered or discontinued at any time without any notice and without any liability to Play Games24x7 whatsoever. In addition, Play Games24x7 may, but will not be obligated to, run the loyalty program(s) which may entail grant of reward points or other loyalty rewards of any nature whatsoever, which may be redeemed in a manner prescribed as per the terms specified thereof. Play Games24x7 reserves the right at its sole discretion to modify, alter or terminate its loyalty program(s), if any, and revoke any unredeemed loyalty points or loyalty rewards with or without notice. Play Games24x7 shall not be liable to pay any compensation for loyalty points or loyalty rewards

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 Portal 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 Portal.

You may not hyperlink the Portal to any other website without permission from us. 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/App at any time by intimating us of your desire to do so by sending an email to us at [support@pokercircle.co.in](mailto:support@pokercircle.co.in). If at such time, there is a positive withdrawable cash balance in your user account, we will, subject to satisfactory verification including bank account and KYC verification, disburse the same to you by online transfer within a period of 60 days from the date of receipt of such request.

## **15. User Account suspension**

We reserve the right to conduct an investigation and impose restrictions on your access to the Portal Services, including but not limited to temporarily disabling your user account during our investigation for any of the following reasons:

- Suspected violation of Terms or misuse of your user account;
- Suspected breach of your account's security;
- Suspected use of jailbroken or rooted devices to log in or register accounts, or use of VPN services to conceal your details;
- Possible exploitation of system vulnerabilities for personal gain without reporting them to our customer support team, or if we receive legal notices concerning your account from law enforcement agencies or government authorities;
- Charge-backs on your user account; and
- Any other violation under the applicable law, including cheating etc.

If our investigation concludes that you are guilty of any of the above, we may suspend your account, permanently block your account and access to the platform, and subject to the outcome and on a case-by-case basis, forfeit the balance (in part or full) in your user account. Our decision to suspend or restrict Services, block the account and forfeit the full or part amount thereof from your account, as deemed appropriate, shall be final and binding on you and the Company reserves the right to not entertain any queries.

In all cases where we forfeit your account balance and block your user account for the scenarios stipulated under these Terms, we reserve the right to forfeit all funds in your wallet and refunds of the remaining balance may be processed on case-to-case basis as per our sole discretion

## **16. Breach and consequences**

In the event of breach of any of the Terms or breach of applicable laws or fraudulent acts 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, or our other users or the general public or there is a violation of the law; we may in our sole discretion and without recourse take any or all of the following actions:

- Restrict games between users suspected of colluding or cheating;
- Suspend/block your user account on the Portal either temporarily or permanently;
- Forfeit the part/full 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 under applicable law.

In the event you are found to be in violation of these Terms or breach of applicable laws or involved in any fraudulent acts while using our Platform and/or after winning a tournament on our Platform, we reserve the right to reclaim the entire winnings and there shall be no refunds issued of any remaining balances, unless otherwise determined by us. We may provide you an intimation in the event we block/suspend your user account and you may be allowed to provide necessary clarifications on the relevant issue which will be assessed by us. During this period your existing cash balances will be put in a suspended state and may not be visible to you. After we successfully assess the issue, we will communicate the status of your user account. We may notify you if we choose to permanently block/suspend your user account and we subsequently reserve the right to either return or forfeit the part/full cash balance in your user account as per our sole discretion and subject to our internal processes.

Additionally, we reserve the right to bar you from future registration on the Portal. The decision of Play Games24x7 on any action to be taken under this section or as a consequence of breach shall be final and binding on you and you shall have no claims in relation to the same. Any action taken by Play Games24x7 shall be without prejudice to our other rights and remedies available in law or equity.

## **17. Complaints and Grievances**

If you have a complaint or concern, you should in the first instance contact the customer support team at [support@pokercircle.co.in](mailto:support@pokercircle.co.in) or write to us following the procedure given in the Contact Us section on the respective Portal. All complaints must be made as soon as possible after circumstances arise that cause you to make a complaint.

You agree to raise all complaints/grievances within thirty (30) days of the issue arising post which we shall not be obligated to consider and/or resolve any complaints/grievances. We shall not be liable for any losses caused to you due to your delay in raising the issue as per the timeline suggested herein.

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. For any grievances, you can reach out to Grievance Officer at [grievanceofficer@pokercircle.co.in](mailto:grievanceofficer@pokercircle.co.in).

## **18. Modifications and alterations of the Terms**

We may alter or modify the Terms at any time with or without giving prior notice to you. We may choose to notify changes in the Terms either by email or by displaying a message on the Portal; 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 Portal and/or any Services offered constitutes your unconditional acceptance of the modified or amended Terms, immediately upon the modification or amendment of such 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, our partners, affiliates, licensors or associates, directors, employees 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 Portal. You further agree to indemnify us, our employees, directors, associates, affiliates, partners, service providers and licensors against any claims in respect of any such matter and against all liability, cost, loss, claims or expense arising out of your access to our Platform, arising due to your negligence and/or any illegal/fraudulent acts on our Platform and/or breach of these Terms.

Without limiting the generality of the foregoing, you specifically acknowledge, agree and accept that we, our partners, affiliates, licensors or associates, directors, employees are not liable to you for:

- the defamatory, undesirable or illegal conduct of any other user of the Services;
- any loss whatsoever arising from the use, abuse or misuse of your user account or any feature of our Services on the Websites;
- any loss incurred in transmitting information from or to us or from or to our Portal by the internet or by other connecting media;
- 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;
- the accuracy, completeness or currency of any information services provided on the Portal;
- any delay or failure on our part to intimate you where we may have concerns about your activities; and
- your activities/transactions on third party websites or apps or portal accessed through links or advertisements posted in the Portal.

You, waive each and every right you may have against us and/or our employees, directors, associates, affiliates, partners for any injuries, accidents, or other events that may arise as a result of your access to our Platform, participating in our contests/Offer, or receiving prizes/cash rewards. This waiver also includes any known/unknown, anticipated/unanticipated event(s).

Notwithstanding anything to the contrary contained in the Terms or elsewhere, you agree that we will not be liable to you in any circumstance and in relation to any claims under these Terms, except in exceptional circumstances or as stipulated under these Terms and subject to our sole discretion.

## 20. Disclaimer and indemnity

### Disclaimer

The Services on the Portal 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 Portal 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. You may access our Platform at your own volition, risk and consequences. We are not responsible or liable for any loss or damage (including injuries, death, or loss of property) that you or any third parties may suffer while accessing our Platform.

Additionally, Play Games24x7 does not promise or ensure that you will be able to access your user account or obtain Services whenever you want. It is entirely possible that you may not be able to access your user account or the Services provided by Play Games24x7 at times or for extended periods of time due to, but not limited to, system maintenance and updates.

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 Portal, 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 Portal 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 Portal.

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/App. 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.

Play Games24x7 will not be liable or responsible for (i) any issues relating to storage, delivery, deletion or accessibility of information or materials to the extent permitted under law, (ii) errors or inaccuracies in the Game provided on our Platform, (iii) inaccuracies in calculating Game points or the selection of winners and even due to inaccurate or incomplete information received from any third-party service provider, (iv) any errors relating to communication, or omissions in communication, including any errors you make, which may prevent/hamper the results from being communicated to you, (v) for any consequences relating to your sharing any confidential information including but not limited to one time passwords (OTP) with any other person or third parties. The Terms shall be subject to this Disclaimer.

## **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, our directors, employees, partners, affiliates, associates and licensors (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 Portal;

- 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 Portal 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;
- access of your user account by any other person accessing the Services using your username or password, whether or not with your authorization;
- your access to our Platform, arising due to any negligence on your part and/or any illegal or fraudulent acts on our Platform and/or breach of these Terms; and
- Your non-compliance of applicable laws and any personal injury, accidents or death resulting from you accessing our Platform.

## **21. Dispute Resolution, Jurisdiction and Governing Law**

The Terms stipulated herein shall govern the relationship between you and Play Games24x7. Any disputes that may arise between you and Play Games24x7 under these Terms shall be considered as a civil dispute and shall be settled in the manner as stipulated under the sub-section "Dispute Resolution" mentioned herein below

### **Dispute Resolution:**

- **Dispute/complaint resolution by customer relationship management (CRM) team:**

Any complaints that you may have or any disputes, controversies, or claims arising out of or relating to these Terms will first be addressed by Play Games24x7's internal customer relationship management (CRM) team. If such complaints or disputes are not resolved by the CRM team within a reasonable time period, the parties shall resort to the process of negotiation as mentioned below.

- **Negotiation**

Any disputes, controversies, or claims arising out of or relating to these Terms of Service, Privacy Policy or Offer Terms including the validity, interpretation, breach, or termination thereof, shall first be attempted to be settled through amicable negotiations between the parties.

- **Arbitration**

If the dispute cannot be resolved through negotiation within 60 days, it shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996.

The arbitration shall be conducted as follows:

- **Arbitrator:** The arbitration shall be conducted by a single arbitrator jointly appointed by the parties.
- **Seat and Venue:** The seat of arbitration shall be Mumbai, India, and the venue of the arbitration shall be Mumbai, India.
- **Language:** The language of the arbitration proceedings shall be English.
- **Decision:** The arbitrator's decision shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.

**Jurisdiction:**

Subject to the arbitration clause above, the courts of Mumbai, India, shall have exclusive jurisdiction over any disputes arising from or related to these Terms of Service.

**Governing Law:**

These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

Nothing contained in these Terms shall restrict us from seeking and obtaining interim or permanent equitable or injunctive relief or any other relief available to safeguard our interest prior to, during or following the filing of arbitration proceedings or pending the execution of a decision or award in connection with any arbitration proceedings from any court having jurisdiction to grant the same. The

pursuit of equitable or injunctive relief shall not constitute a waiver on our part to pursue any remedy for monetary damages through the arbitration described herein.

## **22. Responsible Game Play**

We encourage all players to play games in a responsible manner. We are committed to helping players who wish to stop playing or who wish to limit the amount that they play. Further details on the subject of responsible play/gaming are available at <https://www.pokercircle.co.in/responsible-play.html> (as amended)

Play Games24x7 is also a member of The E-Gaming Federation (EGF), an independent not-for-profit organization, that aims to protect consumer interests by formulating voluntary regulatory standards for regulating the online gaming industry in India. By being a platinum member of EGF, Play Games24x7 is obligated to comply with a code of conduct formulated by EGF and comprising of certain stringent audited standards for the online gaming industry which comprises of (including but not limited to) verification of players age, KYC compliances, protection of players funds etc. The EGF certification awarded to Play Games24x7 is located within the link stipulated in Clause 23 (Certifications) below.

## **23. Certifications:**

Play Games24x7 has earned certain certifications (as mentioned below), in relation to the technicalities of Games and responsible gameplay,

- Random Number Generator (RNG) Certificate: This certifies that RNG utilized by us complies with relevant standards and that our RNG uses a well-known algorithm to generate random numbers.
- EGF compliance certificate: This certifies that we have successfully completed the rigorous code of conduct (CoC) audit, which in turn confirms that we have met and exceeded the standards of responsible gaming practices.



## 24. Miscellaneous Terms

1. These Terms (which include the Offer Terms, Discount Terms and Privacy Policy) shall govern your use of our Platform, services Offers, Discounts etc. and shall supersede any prior agreements that you may have with us.
2. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
3. In the event any of the provisions of these Terms are held to be invalid, illegal or unenforceable by any competent authority for any reason, the remaining portions of these Terms, if capable of substantial performance, will remain in full force and effect.
4. You acknowledge that you may be subject to additional terms that govern your transactions on our Platform. You agree that if there is any conflict between these Terms and those additional terms, these terms will prevail, unless otherwise stipulated by us.
5. We may assign our rights and liabilities under these Terms to any entity as we may deem fit in course of our business activity.

## 25. Game Rules and Regulations

Users can play Texas Hold'em Poker, Pot Limit Omaha, and Pot Limit Omaha5 variants, in 2 game formats Cash games and Tournaments on PokerCircle

### Texas Hold'em Poker

**Objective:** The goal is to make the best possible five-card hand using a combination of two hole cards dealt to you and five community cards placed face-up on the table.

**Blinds:** Two players to the left of the dealer post the small blind and big blind.

**Dealing:** Each player is dealt two private cards (hole cards) face down. Then, five community cards are dealt face-up in three stages:

- The Flop: Three cards are dealt face-up in the center.

- The Turn: One more card is dealt
- The River: The final community card is dealt.

## Poker Rounds

There are four rounds in total:

- Pre-flop: Players start the round after receiving their hole cards.
- Post-flop: The round begins after the first three community cards (the flop) are revealed.
- Post-turn: The round resumes after the fourth community card (the turn) is revealed.
- Post-river: The final round starts after the fifth community card (the river) is revealed.

## Player Actions

Players can take different actions during their turn:

- Check: Decline to play if no one else has played; pass the action to the next player.
- Call: Match the current amount.
- Raise: Increase the amount.
- Fold: Surrender your hand and give up any chance of winning the current pot.
- Showdown: If there are two or more players remaining after the final round, a showdown occurs. Players reveal their hole cards, and the best hand wins the pot.

## Pot Limit Omaha

**Objective:** Similar to Texas Hold'em, the goal in Pot Limit Omaha is to make the best possible five-card hand using a combination of two hole cards and three community cards from the board.

**Blinds:** Like Texas Hold'em, PLO also uses blinds. There's a small blind and a big blind to initiate the round.

**Dealing:** Each player is dealt four private cards (hole cards) face down. Then, the dealer places five community cards face-up on the table in three stages:

- The Flop: Three cards are dealt face-up in the center.

- The Turn: One more card is dealt.
- The River: The final community card is dealt.

## **Poker Rounds**

There are four rounds:

- Pre-flop: Players start the round after receiving their four hole cards.
- Post-flop: The round begins after the first three community cards (the flop) are revealed.
- Post-turn: The round resumes after the fourth community card (the turn) is revealed.
- Post-river: The final starts after the fifth community card (the river) is revealed.

## **Player Actions**

Players have the same set of actions available to them as in Texas Hold'em:

- Check: Decline to play if no one else has played; pass the action to the next player.
- Call: Match the current amount.
- Raise: Increase the amount.
- Fold: Surrender your hand and give up any chance of winning the current pot.
- Showdown: If two or more players remain after the final round, a showdown occurs. Players reveal their hole cards, and the best five-card hand wins the pot. However, in PLO, players must use exactly two of their hole cards and three community cards to form their hand (unlike Hold'em, where they can use any combination of hole and community cards).

## **Pot Limit Omaha 5(PL05)**

**Objective:** Pot Limit Omaha 5 Poker is similar to Pot Limit Omaha Poker, but players are dealt five hole cards instead of four. They must use exactly two of their hole cards and three community cards to form the best hand.

**Blinds:** Like Texas Hold'em, PLO 5 also uses blinds. There's a small blind and a big blind to initiate the round.

**Dealing:** Each player is dealt five private cards (hole cards) face down. Then, the dealer places five community cards face-up on the table in three stages:

- The Flop: Three cards are dealt face-up in the center.
- The Turn: One more card is dealt.
- The River: The final community card is dealt.

## **Poker Rounds**

There are four rounds:

- Pre-flop: Players start the round after receiving their five hole cards.
- Post-flop: The round begins after the first three community cards (the flop) are revealed.
- Post-turn: The round resumes after the fourth community card (the turn) is revealed.
- Post-river: The final round starts after the fifth community card (the river) is revealed.

## **Player Actions**

Players have the same set of actions available to them as in Texas Hold'em:

- Check: Decline to play if no one else has played; pass the action to the next player.
- Call: Match the current amount.
- Raise: Increase the amount.
- Fold: Surrender your hand and give up any chance of winning the current pot.
- Showdown: If two or more players remain after the final round, a showdown occurs. Players reveal their hole cards, and the best five-card hand wins the pot. However, in PLO, players must use exactly two of their hole cards and three community cards to form their hand (unlike Hold'em, where they can use any combination of hole and community cards).

## Rake Structure

Rake Details				
Blinds	Rake (Players <=3)	CAP	Rake (Players >3)	CAP (<=3)
0.5/1	7.00%	10	7.49%	10
1/2	6.50%	20	6.99%	20
2/5	6.00%	50	6.49%	50
5/10	5.50%	100	6.49%	100
10/25	5.50%	200	6.49%	200
25/50	5.50%	325	6.49%	325
50/100	5.00%	500	5.99%	500
100/200	5.00%	600	5.49%	600

250/500	5.00%	1250	5.49%	1,250
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## Hand Ranking

Different card combinations ranked from strongest to weakest:

- Royal flush: A straight flush (sequential cards of the same suit) from 10 to Ace.
- Straight flush: Five sequential cards of the same suit.
- Four of a kind: Four cards of the same rank, regardless of their suit.
- Full house: Three cards of one rank and two cards of another rank, regardless of their suits.
- Flush: All five cards of the same suit, but not in sequence.
- Straight: Five cards in sequence, but not all of the same suit.
- Three of a kind: Three cards of the same rank, regardless of the suit.
- Two pairs: Two cards of one rank, two cards of another rank, and one card of a third rank.
- One pair: Two cards of the same rank and three other cards of different ranks.
- High card: No particular combination; comparison based on the highest card in hand.

## Poker Tournaments

In a poker tournament, players compete against each other to win chips and eventually eliminate their opponents to be the last player standing. Here are the fundamental rules:

**Blinds:** The game begins with each player contributing a mandatory step called the "ante" or the "blind" to create an initial pot. There are typically two blinds: a small blind and a big blind. These blinds rotate clockwise among players to ensure there's action and incentive to play in each hand.

**Starting Chips:** Players start with a predetermined amount of chips. As the game progresses, players either win or lose chips based on the outcome of hands.

**Rounds:** The tournament is divided into rounds called "levels" with each level lasting a set amount of time or until a certain number of hands are played. As the tournament progresses, the blinds increase at regular intervals to increase the stakes and encourage action.

**Poker Rounds:** Each hand involves a series of rounds where players can make a move based on their hand strength and strategy.

**Elimination:** Players are eliminated when they lose all their chips. The tournament continues until there's only one player left—the winner.

**Prize Structure:** Depending on the tournament, prizes are awarded to the top finishers. These can be distributed in various ways, such as winner-takes-all, or distributed among the top-ranking players.