

# Terms & Conditions

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## 1. Introduction

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

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

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

## 2. Agreement

2.1 - You should ensure that you read, understand, and agree with all the terms and conditions contained in the Agreement, the Services if you have read and understood the Agreement and agree to abide by its terms and conditions. If you have at [info@a23.com](mailto:info@a23.com)

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

## 3. Ownership

Use of the A23 (a23.com) name and any of the other names or marks associated with the Platform, the Services, or the S express written permission of the Company. The Platform, the Services, and the Software, including its code, docume exclusive product of the Company, which retains all rights, tangible and intangible, to the a23.com website, the games the parts.

## 4. Eligibility

4.1 - In order to use the Services, a User must register for the virtual accounts in the manner as provided in detail under Sec provide all mandatory information.

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Your Account**

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

(a) All chips bought by the Users for playing any game and any Bonus Amounts received in accordance with Section 20 below in Section 7.2(a) shall reside in the first virtual account ("Chips Account") and any winnings in Cash Games, except ("Winnings Account").

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

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

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

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

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

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

6.7 - You understand, represent and accept that your Accounts information or any related materials will not violate the rights of any other party's rights have been or will be violated as a result of the Company's use or publication of your Accounts information. You shall be taking appropriate steps to select and secure your passwords by recommending to have a strong password.

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

## **7. Cash Balance in Virtual Accounts**

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

7.2 - The Cash Balance will comprise of four components- Monies residing in your Chips Account, Poker Chips Account, Winnings Account, Bonus Account. In relation to such Cash Balance, you undertake/ understand the following:

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

b). It is further agreed and acknowledged by the Users that all credits in the Chips Account and all transfers of funds into the Accounts shall at all times be held by the Company in trust, for and on behalf of the respective Users till such amount is deducted from the Accounts. The case may be, to enable the Users to participate and play the Cash Games.

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

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

e). Any winnings in Cash Games will be credited exclusively to the Winnings Account. Any Bonus Amount shall also be credited to the Winnings Account in accordance with Section 23 of this Agreement,

f). The Users agree and acknowledge that the Company shall facilitate to collect and receive the winning amount from the winner. The Company shall hold the same in the Winnings Account, in trust for and on behalf of the winner until such time as the winner withdraws the same or Game or withdraw the same, in accordance with the terms and conditions of this Agreement.

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

o). Accordingly, while adding chips from the Cash Balance in order to gain a seat on the table or in a tournament, the non-refundable component is deducted first followed by the refundable component, i.e. the Winnings Account, to ensure the maximum possible part for refund through Cash Withdrawal. Further, within the Winnings Account .

p). In the event that, for a period of more than 300 days, you (i) maintain a Cash Balance and (ii) fail to participate in a Cash Game, the right to forfeit with the entire amount in the Chips Account or otherwise deal with such amount as it deems fit. Further, you may request the Winnings Account (lying more than 300 days) to your bank account available with us or in case of non-availability of your bank account, you may provide those details to process the refund. In case of non-submission of bank account details within scheduled time, you shall forfeit the amount in the Winnings Account or otherwise deal with such amount as it deems fit. In case of forfeiture, the amount shall be gross amount charged which is inclusive of Service Tax / Goods and Service Tax (GST) as may be applicable. These requirements shall be in accordance with changes to the relevant tax and other laws.

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

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

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

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

## **8. Miscellaneous**

8.1 You are prohibited from:

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

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

c. undertaking any activity which may be harmful to other Users or interfere with the functioning of the Platform, the Software, or attempting to decompile the Software, intercept communications with the Platform, attempting to mask or spoof your IP address, or introducing any contaminants (as defined in the Information Technology Act, 2000 or such other laws as may be in force in India).

8.2 - Employees, directors, consultants and agents of the Company, and any of their immediate relatives, are prohibited from participating in any such pre- designated employees for whom limited any participation which may be required in the course of their employment. This prohibition shall extend to their family members.

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

## **9. Game Rules**

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

## **10. Tourney Gift Vouchers**

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

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

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

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

### **13. Breach and Consequences**

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

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

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

### **14. Limitation of Liability and Indemnity**

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

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

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

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

### **15. Disclaimer**

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

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

### **16. Warranty**

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

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

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

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

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

An SMS reminder will be sent to all users at least once in every 6 months to provide instruction on how to opt-out. For exact details, please refer to the Terms and Conditions.

### **What if I want to opt back in?**

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

### **Commands:**

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

**STOP:** At any time, you can text STOP to the long code +91-9840630013. This will prevent you from receiving any further messages following the confirmation message(s) described above in the "What if I don't want to receive any more service messages?"

### **How are the messages sent?**

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

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

### **Privacy Notice**

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

## **20. Collusion and Fraud Prevention**

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

## **21. Play Responsibly**

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

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

## **22. Refunds**

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

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

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

**Fraudulent transactions - transaction amount utilized:** In case of a fraudulent cash credit that was not authorized by you and the funds of such a transaction are utilized, the Company shall extend its complete cooperation to you to identify the user who has utilized the proceeds of the fraudulent transaction. You shall provide all required details of the user who has utilized the proceeds of the fraudulent transaction. The Company shall process the Refund request within 2 weeks of the date of the instrument. The Company's recourse shall lie with the issuing authority of the credit instrument.

## **23. Bonus Amounts**

The Company may, from time to time, credit bonus amount ("Bonus Amount") to your Chips Account in connection with anything contained elsewhere in the Agreement, Bonus Amount Issued or Cash Withdrawals or Refunds in respect of such Bonus Amount. The Bonus Amount is at the discretion of the Company, and the User has no automatic right to a Cash Withdrawal or Refund in respect of such Bonus Amount.

In case of any questions or complaints, feel free to contact us any time at [info@a23.com](mailto:info@a23.com). In case of any change in your pe [info@a23.com](mailto:info@a23.com). If you forget your password, or suspect that your password or your Accounts has been compromised, please

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

### **29. Accepting the terms and conditions**

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

### **30. Termination by User**

You may cease using the Services and terminate your Accounts at any time, by writing to us at [info@a23.com](mailto:info@a23.com) and inform may be applicable to Cash Withdrawals in accordance with the terms and conditions of this Agreement, the Company will you at this time.

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