

# TERMS OF SERVICE

Version: September 2020

Valid From: 26-09-2020

## 1. INTRODUCTION

- a. All products and services relating to the games (collectively "Services") provided to you and offered by PlayRummy.com (CIN: U72900DL2016PTC300060) and/or its affiliates, subsidiaries, associates, and partners (hereinafter referred to as "We" or "Us" or "PlayRummy.com" or "Our" or "Company") through the website <https://www.Playrummy.com> or mobile app (hereinafter referred to as the "Website") is subject to these Terms of Service (hereinafter referred to as the "Terms"). YOU SHOULD READ ALL THE TERMS PRIOR TO THE USE OF OUR SERVICES. Here "You" refers to entities like you, your, user or player.
- b. You may note that if any term mentioned in our Terms of Service is found out to be unlawful, unenforceable, is determined to be invalid or voidable or void for any ground by either judicial or quasi-judicial body in India, it shall not affect the validity and enforceability of the remaining terms. Any failure or delay on our part to act or exercise any right or remedy with respect to a breach of any of the terms of this Agreement by you shall not be construed as a waiver of our right to act with respect to the said breach or any prior, concurrent, subsequent or similar breaches.
- c. If you do not wish to adhere to our Terms of Service including any of our future changes or modifications in our terms, you may opt to cease the use of any feature of our website along with any services that we offer.

## 2. AGREEMENT

- a. You should ensure that you read, understand and agree with all the terms and conditions contained in the Agreement, before you create an account with us or use the Services. You should use the Services only after you have read and understood the Agreement and agree to abide by the Terms of Service. If you have any question regarding the Agreement, please contact us at [support@playrummy.com](mailto:support@playrummy.com).
- b. We reserve the right to amend, modify or change any of the terms of this Agreement at any time without giving any prior notice. We shall notify you of such changes ("Notice") either by notification in a manner we may deem fit or by posting the amended Agreement on the website. Such modifications include the changes to any of our Game Rules. If you do not agree with the terms of the amended or modified Agreement, you must stop using the Services and must notify us that you wish to terminate your Account. Your continued use of the Services will be deemed to constitute your acceptance of the changes to the Agreement.

## 3. GAME SERVICES

- a. We provide the registered Users the opportunity to access and play online games of skill. We provide software and services to enable you to play the games of skill with other individuals over the internet. All tournaments, promotional games, practice games and cash games organized on the Website are collectively referred as "Games".

- b. From the date and time you create your account at our platform, you get the service continuously for unlimited period till you send us a request to discontinue the service and your services are disabled by us.
- c. The rules applicable to the Games are provided under the Rules section on the Website.
- d. "Cash Game(s)" are Games that require the participant to have a certain minimum cash balance in their user account to participate. All other Games, if any, offered on the Website are defined as Non-Cash Game(s).
- e. PlayRummy.com charges service charge for Cash Games. The charges may vary depending on the nature of the Cash Game and are subject to change from time to time. The company follows its pre-determined valuation mechanism. The value of our services is inclusive of GST and is computed based on our monthly invoicing system. The monthly service charge is net amount debited from your account and credited to the Company's account. The value of our services is computed after deducting any service credits given to you from the pre-defined percentage of your winnings.

#### **4. MEMBERSHIP ELIGIBILITY**

- a. Any information provided by you to us at the stage of registration and during anytime subsequently, should be complete and truthful.
- b. Prior to adding cash to your user account or participating in Cash Games, you shall be responsible to satisfy yourself about the legality of playing Cash Games in the jurisdiction from where you are accessing the Cash Games. If it is not legal to remit or receive cash in Indian Rupee transactions through banking channels in India or are not accessing the Website from a permitted jurisdiction, you are prohibited from participating in Cash Games on the website. In the event of such violation, your participation in Cash Games will be deemed to be in breach of the Terms and you will not be entitled to receive any prize that you might win in such Cash Games.
- c. You must be 18 years of age or older to participate in any of our Cash Games, and competent to enter financial transactions with other users and PlayRummy.com. You are aware that participation in the Games organized by us ("Activity") may result in financial loss to you. With full knowledge of the facts and circumstances surrounding this Activity, you are voluntarily participating in the Activity and assume all responsibility for and risk resulting from your participation, including all risk of financial loss. You agree to indemnify and hold PlayRummy.com, its employees, directors, officers, and agents harmless with respect to any claims, loss and costs associated with your participation in the Activity.
- d. You must not allow anyone under the age of 18 years to use or access your account. You must not allow or assist anyone under 18 years to access our website or services on your computer or device or by any other means. You will solely be responsible and accept complete liability for any outcome due to any activity by person under 18. PlayRummy.com, any other third party provider of content and their related agents will not be responsible and liable for any direct or indirect, incidental or special or consequential injuries or damages that may arise as a result of the usage of the Services by any user under 18, regardless of instances when such party or agent has been warned or advised of the possibility of similar injuries or damages.
- e. We own and reserve the right to ask you for the proof of the age at any time to verify that no one under 18 is using our Services. Even when we ask for your age proof or do not ask for

your age proof, we are not at all liable in any case for any loss or legal problem resulting due to use of our services by any person under 18. We are not liable if a user is providing a false proof of age or is under suspicion of being under-age.

- f. You represent that you have the experience and the requisite skills required to participate in the Activity and that you do not have any physical or mental condition that would impair your capability to fully participate in the Activity. You further acknowledge that you are solely responsible for any consequence resulting from your participating in this Activity or being associated with this Activity or around this Activity. You understand that PlayRummy.com assumes no liability or responsibility for any financial loss that you may sustain as result of participation in the Activity.
- g. You understand and accept that your participation in a Game available on the Website does not create any obligation on us to give you a prize. Your winning a prize is entirely dependent on your skill as a player vis-a- vis other players in the Game and subject to the rules of the Game.
- h. You understand and agree that you are solely responsible for all content posted, transmitted, uploaded or otherwise made available by you on our Website. 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 PlayRummy.com has the right to use in any manner whatsoever, all communication or feedback provided by you.
- i. You understand and accept that PlayRummy.com reserves the right to record the user content produced by way of chat messages on the Website through the PlayRummy.com feature, through the in-game chat facility or other interactive features, if any, offered as part of the Services.
- j. You understand that the funds in your user account held by PlayRummy.com do not carry any interest or return.
- k. You shall not hold PlayRummy.com 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, your account is pending validation, it is suspended or blocked by us for any suspected or established violation of any of the Terms.
- l. You understand and accept that by viewing or using the Website, availing any of our Services, or using communication features on the Website, you may be exposed to content posted by other users which you may find offensive, objectionable or indecent. You may bring such content posted by other users to our notice that you may find offensive, objectionable or indecent and we reserve the right to act upon it as we may deem fit. The decision taken by us on this regard shall be final and binding on you. You fully understand that we are not responsible for any loss or mental agony suffered by you due to the contents of other users.
- m. **FATF** recommends countries to criminalise money laundering. We are in compliance with **FATF** guidelines and therefore you are also required to comply with the **FATF** guidelines. By using our Portal, you undertake to comply with the **FATF** guidelines.

- n. This authorises PlayRummy to freeze or seize and confiscate the services provided, without prejudicing the rights of bona fide third parties, in case found associated to any measures of money laundering or financing of terrorism, terrorist acts or terrorist organisations / illegitimate organizations by any means or associated to any non profit organizations that may remotely be associated / vulnerable to be linked in financing of terrorism, terrorist acts or terrorist organisations.
- o. You represent that you are not a politically exposed person.
- p. You represent that you have not been convicted for any crime.
- q. You represent that you are not on the UN Sanctions List or work for a company that is on the UN Sanctions list.

## 5. USER ACCOUNT

- a. To use our Services, you will register with us on the Website by completing the online registration process.
- b. Your Accounts are to be used solely by you.
- c. You undertake that all the information provided by you at the time of opening the Accounts, or provided by you subsequently upon request by the Company, is true, complete and correct. You further undertake to provide proof relating to any such information, including copies of documents such as your PAN card, or address and identity proof, upon request by the Company. You understand that the Company may take steps to verify any such information provided by you. Your continued use of the Services, including but not limited to your ability to make Cash Credits and Cash Withdrawals in accordance with the terms of this Agreement, is subject to the Company's continued satisfaction that all such details provided by you are true, complete and correct.
- d. You confirm your acceptance of the Terms. If you access any of our Services, it is implied that you have accepted the Terms.
- e. During the registration process, you will be required to provide a valid email and a password in addition to providing some other information. Additionally, you may be required to give further personal information for your user account verification and/or for adding cash to your user account. You must give us the correct details in all fields requiring your personal information, including, without limitation, your name, postal address, email address, telephone number(s) etc. You undertake that you will update this information and keep it current.
- f. You acknowledge that we may, at any time, require additional documentary from you to verify the information provide by you or if required by other legal and controlling agencies failing which we have right to suspend or terminate your registration on the Website.
- g. You are agreeing to get your information / profile / documents verified by a third party service.
- h. Any information provided by you to us should be complete and truthful to the best of your knowledge. We are not obliged to cross check or verify information provided by you and we will not take any responsibility for any outcome or consequence as result of you providing incorrect information or concealing any relevant information from us.
- i. You understand that it is your responsibility to protect the information you provide on the Website including but not limited to your Username, Password, Email address, Contact Details and Mobile number. PlayRummy.com will not ask for your user account login

password which is only to be entered at the time of login. At no other time should you provide your user account information to any user logged in on the Website or elsewhere. You undertake that you will not 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 Website being exposed or misused by any other person.

- j. You agree to use your PlayRummy.com user account solely for playing on the Website and for transactions which you may have to carry out for availing the Services on the Website. Use or attempted use of your user account for any reason other than what is stated in the Terms may result in immediate termination of your user account and forfeiture of any prize, bonus or balance in the user account.
- k. You also understand and agree that deposits in your user account maintained with us are purely for the participation in Cash Games made available on the Website.
- l. You understand and agree that you cannot transfer any money or prizes from your account with us to the account of another user on the Website except as may be permitted by PlayRummy.com and subject to restrictions and conditions as may be prescribed.
- m. We are legally obliged to deduct tax at source (TDS) if your winnings are ₹10000/- or more in a financial year. You will be required to furnish your Permanent Account Number (PAN) duly issued to you by the Income Tax authorities if you have not already done so. TDS at the rate of 30% will automatically be deducted from such winnings and the rest will be credited to your PlayRummy.com user account. The limit of deduction of TDS and rate of TDS deduction is subject to change subject to prevailing rules and regulations. Withdrawal of winnings and prizes will only be permitted after you provide your correct PAN details. Our obligation in this regard is limited to deducting TDS as required by law and providing you an appropriate certificate of tax deduction. We neither advise you nor shall in any manner be responsible for your individual tax matters.
- n. You are prohibited from using the Services by means of Accounts registered in the name of any other individual.

## **6. USER ACCOUNT VALIDATION AND PERSONAL INFORMATION VERIFICATION**

- a. We may from time to time attempt to validate its players' user accounts. Such attempts may be via a phone call or via email or through courier. In the event that we are not able to get in touch with you the first time around, we will make additional attempts to establish contact with you. If the phone number and email provided by you is not correct, we bear no responsibility for the Services being interrupted due to our being unable to establish contact with you.
- b. If we are unable to reach you or if the validation is unsuccessful, we reserve the right to disallow you from logging into the Website or reduce your play limits and/or Add Cash limits until we satisfactorily validate your account. We will in such events, notify you via email about the next steps regarding your account validation. We may also ask you for proof of identification and proof of address from time to time.
- c. When we have made several attempts to reach out to you but have been unable to do so, we also reserve the right to permanently suspend your account and refund your deposit balance, if any, after deducting our charges, by cheque to the address provided by you. In the event the address provided by you is incorrect, we will not make any additional attempts for

delivery of the cheque unless a correct address is provided by you and charges for redelivery as prescribed by us are paid by you.

- d. 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.
- e. The Privacy Policy on our Website forms 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.

## 7. FAIR PLAY POLICY

We take the fair play of Online Rummy on PlayRummy.com very seriously. In order to prevent any fraud or un-fair play in our games or on our website - all user actions including - deposits / identity verification / rummy games / individual hands are monitored to ensure a safe, legal and fair environment for all our users. Rummy must be played as a social game, not a team effort. Every single game must be a fair individual effort. Hence, as part of the Fair Play Policy and to prevent any fraud and in game collusion, all user actions are monitored and recorded as mentioned above. We use Machine Learning and Artificial Intelligence extensively to monitor gameplays that checks around 40 variables in any game and identify unusual patterns of winning / losing. Such patterns are then manually checked by our teams to identify any illegal activity / cheating / fraud / money laundering. Any detection of breach of our Fair Play policy, such as and not limited to, fraudulent deposits under a stolen identity or collusion in gameplay, shall result in swift and serious action as strict as blocking the user from the platform, taken by PlayRummy.com against the suspected user, as detailed in the section below entitled Breach and Consequences.

### a. **Anti-Cheating and Anti-Collusion:**

- i. You undertake that you yourself will play all the Games that you have registered/joined and you 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 Website or use any third-party software that intercepts, mines or otherwise collects information from or through the Website or through any Services. Any attempt to employ any such external assistance is strictly prohibited and may result in terminating your account and forfeiting your balance with us.
  - ii. Formation of teams and collusion between you and any other user(s) for participating in Games or any other form of cheating is strictly prohibited. When collusion or cheating is detected, PlayRummy.com shall settle the Game as per its "Game Cancellation Settlement Policy" and may take further appropriate action against offending users. This may result in terminating your account and forfeiting your balance with us.
- b. **Money Laundering:** You are prohibited from doing any activity on the Website that may be construed as money laundering, including, without limitation, attempting to withdraw cash from unutilized cash added through credit cards or deliberately losing money to a certain player(s).
  - c. **Anti-SPAMMING:** Sending SPAM emails or any other form of unsolicited communication on the Website or other services to benefit from any promotional program of PlayRummy.com or for any other purpose is strictly prohibited.

- d. **Multiple IDs:** Your registration on the Website is restricted to a single user account which will be used by you to avail our Services. You are prohibited from creating or using multiple user IDs for registering on the Website.
- e. **Offers:** Any kind of Free money / Bonus / Special Offer / Referral benefit / Promotional Money will be offered on management's discretion and will be given only if a user does not indulge in any kind of malpractice or fraud whatsoever. Also, it can be stopped without giving any prior notice. These may be offered to you as service credit.
- f. You may not upload, distribute, transmit, publish or post content through or on the Website or through any service or facility including any messaging facility provided by the Website which
  - i. is libelous, defamatory, obscene, intimidating, invasive of privacy, abusive, illegal, harassing;
  - ii. contains expressions of hatred, hurting religious sentiments, racial discrimination or pornography;
  - iii. is otherwise objectionable or undesirable (whether or not unlawful);
  - iv. would constitute incitement to commit a criminal offence;
  - v. violates the rights of any person;
  - vi. is aimed at soliciting donations or other form of help;
  - vii. violates the intellectual property of any person;
  - viii. disparage in any manner PlayRummy.com or any of its subsidiaries, affiliates, licensors, associates, partners, sponsors, products, services, or websites;
  - ix. promotes a competing service or product; or
  - x. violates any law.
- g. In the event we determine that the profile name created by you is indecent, objectionable, offensive or otherwise undesirable, we shall notify you of the same and you shall promptly provide us with an alternate screen name so that we can change your existing screen name to the new name provided by you. If you fail to provide an alternate name, we reserve the right to either permanently suspend your user account or restore your user account only after a different acceptable screen name has been provided by you.
- h. You shall not host, intercept, emulate or redirect proprietary communication protocols, used by the Website regardless of the method used, including protocol emulation, reverse engineering or modification of the Website or any files that are part of the Website.
- i. You shall not frame the Website. You may not impose editorial comments, commercial material or any information on the Website, alter or modify Content on the Website, or remove, obliterate or obstruct any proprietary notices or labels.
- j. You shall not use Services on the Website for commercial purposes including but not limited to use in a cyber cafe as a computer gaming centre, game network over the Internet or through gaming networks or connection to an unauthorized server that copies the gaming experience on the Website.
- k. You shall not upload, distribute or publish through the Website, 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 PlayRummy.com. You shall not disseminate or upload viruses, programs, or software whether it is harmful to the Website 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.

- l. You shall not purchase, sell, trade, rent, lease, license, grant a security interest in, or transfer your user account, content, currency, points, standings, rankings, ratings, or any other attributes appearing in, originating from or associated with the Website.
- m. Any form of fraudulent activity including, attempting to use or using any other person's credit card(s), debit cards, net-banking usernames, passwords, authorization codes, pre-paid cash cards, mobile phones for adding cash to your user account is strictly prohibited.
- n. Accessing or attempting to access the Services through someone else's user account is strictly prohibited.
- o. Winnings, bonuses and prizes are unique to the player and are non-transferable. In case you attempt to transfer any winnings, bonuses or prizes, these will be forfeited.
- p. If you are an officer, director, employee, consultant or agent of PlayRummy.com 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 Website, other than your engagement with PlayRummy.com. For these purposes, the term 'relative' shall include spouse and financially dependent parents and children.
- q. You shall not post any material or comment, on any media available for public access, which, in our sole discretion, is defamatory or detrimental to our business interests, notwithstanding the fact that such media is not owned or controlled by us. In addition to any other action that we may take pursuant to the provision hereof, we reserve the right to remove any and all material or comments posted by you and restrict your access to any media available for public access that is either controlled or moderate by us; when in our sole opinion, any such material or comments posted by you is defamatory or detrimental to our business interests.

## **8. DEPOSITS**

- a. Once you have an account with us, we maintain a record of all your transactions with us. Payments connected with participation in Cash Games have to be made through your PlayRummy.com user account. All cash prizes won by you are credited by us into this user account.
- b. When making a payment, please ensure that the instrument used to make the payment is your own and is used to Add Cash into your user account only.
- c. Subject to the Add Cash limits specified by us from time to time, you are free to deposit as much money as you want in your user account for participating in Cash Games on the Website. However, you cannot deposit more than INR 50,000 in your account if you are not KYC verified.
- d. We want you to play the Cash Games responsibly. The ability to Add Cash in your user account shall be subject to daily and monthly Add Cash limits which we can be set by us with undertakings, indemnity, waiver and verification conditions as we deem appropriate in our sole discretion.
- e. Credit card, Debit card, pre-paid cash cards and internet banking payments are processed through third party payment gateways. Similarly, other payment modes also require an authorization by the intermediary that processes the payments. We are not responsible for delays or denials at their end. The processing of payments will be solely in terms of their policies and procedures without any responsibility or risk at our end. If there are any issues



in connection with adding cash, a complaint may be sent to us as described in “Contact Us” 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.

- f. We have the right to cancel a transaction at any point of time solely at our discretion, in which case, if the payment is successful, then the transaction will be reversed and the money credited back to your payment instrument.
- g. Player funds are held in trust by us in specified bank accounts. PlayRummy.com keeps all players' funds unencumbered which will be remitted to you in due course subject to the terms and conditions applicable to withdrawal of funds. Funds held in your user account are held separately from our corporate funds. You agree that your account balance/funds held with Playrummy.com is interest free. You will not get or claim any interest or cash benefit in any form, on your account balance in any circumstance. In the highly unlikely event of an insolvency proceeding, your claims on the deposits will be given preference over all other claims to the extent permissible by law.

## 9. WITHDRAWALS

- a. You may withdraw your winnings by means of a payee cheque or an electronic bank transfer for the amount of winnings. You cannot withdraw amount less than ₹200 in single request
- b. You agree that all withdrawals you make are governed by the following conditions:
  - i. PlayRummy can ask you for KYC documents to verify your address and identity at any stage. Withdrawals will be permitted only from accounts for which such KYC process is complete
  - ii. List of documents that can be considered as valid are following :
    - Aadhar Card
    - Passport
    - Driving License
    - Voter ID card
    - PAN card
    - Bank Account Statement
    - Bank Passbook
  - iii. You can choose to withdraw money from your user account at any time, subject to bonus/prize money withdrawal restrictions, by notifying us of your withdrawal request.
  - iv. Bonuses and promotional winnings are subject to withdrawal restrictions subject to additional terms and conditions.
  - v. Once notified, post verification of the withdrawal request, we may disburse the specified amount by cheque or electronic transfer based on the mode of withdrawal selected by you. We shall make our best efforts to honor your choice on the mode of withdrawal, but reserve the right to always disburse the specified amount to you by cheque. We also reserve the right to disburse the amount on the financial instrument used to Add Cash to your user account.
  - vi. Withdrawals attract processing charges as per the prevalent policy. You may be eligible to make one or more free withdrawals in a month depending on various

factors including the amount of withdrawal or the mode of withdrawal. In the event that you do not have an adequate amount in your user account to pay the processing charge, your withdrawal will not be processed at that time. You may request for a free withdrawal subsequently if you become eligible for the same at such time.

- vii. If a cheque is not cashed within 90 days of dispatch, we will deem the cheque to have been lost and reserve the right to cancel the cheque with necessary instructions to our bank to stop payment of that cheque. This may result in dishonor of that cheque in which case we shall not be liable for the cheque amount to you. Any request for reissuing the cheque will result in deduction of applicable processing charges from the amount of the cheque on reissuance.
- viii. We will attempt our best to process your withdrawals in a timely manner, but there could be delays due to the time required for verification and completing the withdrawal transaction. We shall not be liable to pay you any form of compensation for the reason of delays in remitting payments to you from your user account.
- ix. To be eligible to win a prize, you must be a resident of India and accessing the Services of PlayRummy.com on the Website from India, but not from Andhra Pradesh, Telangana, Assam, Orissa, Nagaland, Sikkim and any other state or city in India where it is not legal to play Cash Games.
- x. If you are a prize winner resident in India and physically present in India while accessing the services of PlayRummy.com but not an Indian citizen, we will remit your winnings in Indian Rupees to the address given by you, provided, the address is within India.
- xi. If you have any withdrawable balance greater than minimum limit at any point of time and want to discontinue playing on our platform after 30 days of inactivity, you can either create a withdraw request provided your account is KYC verified or write to us at [responsibleplay@playrummy.com](mailto:responsibleplay@playrummy.com). Be assured, your money will be transferred back to you after successful verification in minimum possible timeframe.

## 10. SERVICE DISRUPTIONS

It is possible that you may face disruptions, including, but not limited to errors, disconnection or inferences in the Internet services, software or hardware that you have used to avail our services. Therefore, it should be clear that PlayRummy.com is not responsible for such factors in the disruption in the services and you take full responsibility with complete knowledge for any risk of loss or damages caused due to interruption of services for any such reasons. You understand, acknowledge and agree to the fact that if you are unable to play in any Game due to any error or omission attributable to PlayRummy.com, including technical or other glitches at our end, the settlement of such Games will be as per the "Games Cancellation Settlement Policy":

- a. It is clarified that PlayRummy.com disclaims any liability in the case of Games where there is no money paid by you.
- b. You agree that under no circumstances shall you compel PlayRummy.com or hold PlayRummy.com liable to pay you any amount over and above the service charges for any of the errors, omissions or service disruption of PlayRummy.com.

## 11. CONTENT COPYRIGHT

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

## **12. PROMOTIONS**

When you create an account with us, you have allowed us and opt-in to receive notifications regarding special offers, updates, contests, account activity details and others through modes like SMS, email or direct mail. All the details of various promotions are available in the Promotions section on the website. Each promotion has its own terms and conditions, which is explained in their respective pages. All the cash or deposit bonuses have additional terms and conditions, which may differ from each other in accordance with the applicable bonus plans. The Bonus offer may not be claimed in conjunction with any other bonus offers currently offered by PlayRummy.com. Once you activate the bonus code, any previous bonus codes will expire automatically. You will only receive disbursements from the active bonus code. All the games, contests, bonuses and cashback offers mentioned under the Promotions section may be cancelled or discontinued by PlayRummy.com at any time without notice without any liability on PlayRummy.com whatsoever, except refund of entry fee, if applicable

## **13. INTELLECTUAL PROPERTY**

All rights, tangible and intangible, including copyright and other intellectual property rights, regarding the Services, the Site and the Software, and any content or information displayed or contained therein, belong exclusively to PlayRummy.com, unless expressly provided otherwise. PlayRummy.com is merely permitting the User to play Games online and not use the same for any other commercial gain, and no right of any nature whatsoever is being passed on the user by virtue of permitting him / her to play the Game. Using the Services, the Site and the Software does not, expressly or impliedly, give you ownership of any intellectual property rights in the Services, Site or Software or the content or information you access.

## **14. GAMES CANCELLATION SETTLEMENT POLICY**

In the event, a Cash Game is cancelled by PlayRummy.com due to any reason including but not limited to any glitches technical or otherwise at our end or due to some player(s) indulging in any form of unfair game play; the following settlement policy shall be followed:

- **Points Rummy Cash Games:** In the event of cancellation of a Points Rummy Cash Game, the table balance of each player is restored to the amount at the beginning of the cancelled Cash Game and credited back to each player's account. The same process is applied in Points Rummy Cash Games where collusion or cheating is detected in addition to any further action that PlayRummy.com decides to take against players engaging in such activities as per the Terms.
- **Pool Rummy Cash Games:** In the event of cancellation of a Pool Rummy Cash Game, the sum of entry fees less our service charge paid by players eliminated prior to the round when the Cash Game was cancelled, shall be equally distributed among the remaining players. In Pool Rummy Cash Games where collusion or cheating is detected, the entry fee paid by other players is refunded to them and the entry fee paid by players indulging in collusion or cheating is dealt with as per the Terms in addition to such further action as may be necessary in the opinion of PlayRummy.com.
- **Tournaments:** In the event of cancellation of a Cash Tournament Game, the sum of all entry fees less our service charge paid by players eliminated prior to the round when the Cash Game was cancelled, shall be equally distributed among the remaining players. In Cash Tournament Games where collusion or cheating is detected, the entry fee paid by other players is refunded to them and the entry fee paid by players indulging in collusion or cheating is dealt with as per the Terms in addition to such further action as may be necessary in the opinion of PlayRummy.com

## 15. BREACH AND CONSEQUENCES

In the event of a breach of any of the Terms being evidenced from our investigation or if there is reasonable belief, in our sole discretion, that your continued access to the Website is detrimental to the interests of PlayRummy.com or our other users or the general public, we may in our sole discretion take any or all of the following actions:

- Permanently suspend your user account on the Website,
- Restrict games for users suspected of colluding or cheating,
- Forfeit the cash balance in your user account,
- Demand damages for breach of PlayRummy.com Terms of Service and take appropriate civil action to recover such damages,
- Report any suspicious or potentially illegal activity to legal or governmental authorities, and to entities including banks, payment gateways, processors, or other financial institutions or intermediaries, and/or
- Initiate prosecution for violations that amount to offences in law. Additionally, in the event of committing material breach hereof, we reserve the right to bar you from future registration on the Website. The decision of PlayRummy.com on the action to be taken as a consequence of breach shall be final and binding on you. Any action taken by PlayRummy.com shall be without prejudice to our other rights and remedies available in law or equity.

## 16. COMPLAINTS, GRIEVANCES & DISPUTES

- In case of any complaints or queries, you should contact us at [support@playrummy.com](mailto:support@playrummy.com). Our Operational Address is A-20, Sector 3, Noida-201301. Complaints should be made as

soon as possible after circumstances arise that cause you to have a complaint. Our customer support team is always eager to help you or solve the problem.

- 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.
- PlayRummy 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@playrummy.com](mailto:grievanceofficer@playrummy.com)

## 17. DISCLAIMER

- The Services on the Website 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. PlayRummy.com does not ensure or guarantee continuous, error-free, secure or virus-free operation of the website 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.
- PlayRummy.com 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 PlayRummy.com at times or for extended periods of time due to, but not limited to, system maintenance and updates.
- PlayRummy.com disclaims responsibility and liability for any harm resulting from cancellation of any Game organized by it. If you are a cash player on the website, you acknowledge and agree that you will not be entitled to any refund in case of any service outages that may be caused by failures of our service providers, computer viruses or contaminants, natural disasters, war, civil disturbance, or any other cause beyond the reasonable control of PlayRummy.com.
- PlayRummy.com specifically disclaims any liability for the Games or events made available or organized on the website which may require specific statutory permissions, in the event such permissions are denied or cancelled whether prior to or during such Game or event.
- PlayRummy.com specifically disclaims any liability for your transactions with third parties which may have advertisements or are hyperlinked on the Website.
- PlayRummy.com disclaims any liability for the violation of intellectual property rights of any party with respect to third party Content or user content posted on our Website. Intellectual property rights in any Content not belonging to us belong to the respective owners and any claims related to such content must be directly addressed to the respective owners.
- PlayRummy.com 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.
- PlayRummy shall make efforts to resolve complaints within 2 working days.

- Complaints which are not resolved within 2 working days are escalated to the next level and an attempt is made to resolve it within 1 additional working day provided it does not involve external dependencies like banks, payment gateways etc.
- In case there are external dependencies, the customer is informed of the dependencies and the estimated time to resolve it.
- PlayRummy.com disclaims liability for any risk or loss resulting to you from your participation in Cash Games, including but not limited to all financial losses.
- Random Number Generator Software: iTech Labs Australia has evaluated the Random Number Generator ("RNG") used by [www.playrummy.com](http://www.playrummy.com) and has certified that the software of PlayRummy complies with the relevant statistical standards of randomness. You understand that PlayRummy maintains the said certification it considers appropriate in the best of its belief, however, it is not possible to test all possible scenarios in any testing environment and PlayRummy specifically disclaims any and all liability in connection with the RNG used by PlayRummy's software.

## **18. INDEMNITY AND LIMITATION OF LIABILITY**

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

- infringement of their intellectual property rights by your publication of any content on our Website,
- defamatory, offensive or illegal conduct of any other player or for anything that turns out to be misleading, inaccurate, defamatory, threatening, obscene or otherwise illegal whether originating from another player or otherwise,
- use, abuse or misuse of your user account on our Website in any manner whatsoever,
- access of your user account by any other person accessing the Services using your username or password, whether or not with your authorization
- 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 Notwithstanding anything to the contrary contained in the Terms or elsewhere, you agree that our maximum aggregate liability for all your claims under this agreement, in all circumstances, other than for the payment of any withdrawable balance in your user account, shall be limited to Indian Rupees One Thousand only (INR. 1,000/-)

## **19. REFUNDS**

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

- Accidental transactions – transaction amount unutilized: In case of an accidental deposit or other similar event, you may request for a refund of such Cash Credit transaction ("Refund") within 4 days of initiating such transaction. The Company, after determining in its sole discretion whether such Refund request is genuine, and that you have the requisite corresponding Cash Balance in your Accounts, will process the Refund request within 10 working days. Any Refund will be carried out only to the instrument which was used to carry out the corresponding Cash Credit transaction, and no requests for an alternate mode of Refund will be entertained under any circumstances.
- Fraudulent transactions – transaction amount unutilized: In case of a fraudulent cash credit that was not authorized by yourself and has been credited to another user's account who has not yet utilized the funds of such a transaction, the Company shall process the Refund request within 15 working days after determining whether such Refund request is genuine and ascertaining that another user has the requisite corresponding Cash Balance pertaining to the fraudulent transaction.
- Fraudulent transactions – transaction amount utilized: In case of a fraudulent cash credit that was not authorized by yourself and has been credited to either your account or another user's account and the funds of such a transaction are utilized, the Company shall extend its complete cooperation to the banks and other investigating authorities and provide all requisite details of the user who has utilized the proceeds of the fraudulent transaction. The Company shall not process any refunds in this scenario and your sole recourse shall lie with the issuing authority of the credit instrument.

## **20. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION**

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

## **21. VOLUNTARY TERMINATION**

You are free to discontinue use of the Services on our Website at any time by intimating us of your desire to do so by sending an email to us at [responsibleplay@playrummy.com](mailto:responsibleplay@playrummy.com). While requesting, please make sure to tell us the time range for which you want to keep yourself blocked from the platform. Don't forget to mention your registered phone number. If at such a time, there is a positive withdrawable cash balance after deducting any promotional money in your user account, we will disburse the same to you by online transfer or by cheque in a timely manner, subject to satisfactory verification. The blocking will come into effect within 24 working hours of the request and cannot be reversed till the time range requested for blockage. The unblock will also come into effect within 24 working hours of the blocking period. To unblock, you can write to us at [responsibleplay@playrummy.com](mailto:responsibleplay@playrummy.com).

## **22. INACTIVE ACCOUNTS & UNUSED FUNDS**

If your account has been inactive for over 365 days, PlayRummy will collect Account Maintenance Charge of ₹100/- or the available balance in your account, whichever is less. Blocked Accounts due

to malpractices shall receive no reminders, and the unused funds in such accounts shall be subject to the terms of our Fair Play policy.

### **23. PRODUCT TESTING POLICY**

Any transaction (both monetary and non-monetary) done from any testing account owned by PlayRummy are for minimum necessary value and are done only when reasonably required for testing purposes. All logs of test account transactions and games are maintained and the testing does not hamper user's real money games by any means.