



## Terms of Use

### Acceptance of the Terms of Use

These terms of use are entered into by and between You and Playwise of PW Esports Private Limited (“**Playwise**”, “**Company**”, “**We**”, “**Our**”, or “**Us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of <https://Playwise.gg> (the “**Website**” the term website includes Playwise mobile Application), including any content, functionality, and services offered on or through the Website whether as a guest or a registered user. Such Terms of Use constitute a binding agreement between you (hereinafter “**you**” or “**your**”) and Playwise.

Please read the Terms of Use carefully before you start to use the Website. **By using this Website and submitting your personal data to its database, you agree to be bound by these Terms of Use and that Playwise may process your personal information for the purposes described in these Terms of Use and consistent with the Website’s Privacy Policy.**

If you do not want to agree to these Terms of Use or the Privacy Policy you must not access or use the Website. By accessing the Website and, installing or using our Application you represent that you are competent to enter into this contract under the laws of India and further signify your agreement to be bound by the Terms of Use. We grant such users a non-transferrable, limited, non-exclusive and revocable privilege to register an Account on and use the Website or Application.

These Terms of Use constitute an 'electronic record' within the meaning of the laws of India (including the Information Technology Act, 2000) and are generated by a computer system and do not require any physical or digital signatures. These Terms have been published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediary Guidelines) Rules, 2011. By using the services, you agree to contract electronically with us and agree to these Terms of Use, together with any documents that maybe expressly referred to and are

incorporated by reference herein, including our Privacy Policy. You agree that these electronic terms combined with your act of using the Website or Application, have the same force and effect as your written signature and satisfy any laws that require a writing or signature. You shall not use the services if you: (a) do not agree to these Terms of Use; (b) are not of the age of 18 years; or (c) are prohibited from accessing or using the Website or Application or any of its contents, products or services by applicable law.

**1. Eligibility**

This Website and Application must only be used or accessed by individuals who are competent to enter into a legally binding contract under the Indian Contract Act, 1872, are individuals who are resident in India (as per the Indian tax laws) and are not body corporate. If you are a minor (i.e. you are under the age of 18 years), you must not use the Application or Website.

No person who is involved in the development of the Application and/or Services can participate in any Games, where such participation could alter, modify or unduly influence his/her performance on the Game, without our express written permission and subject to such terms and conditions as we may seek to impose on such person.



Certain Games being provided on the Application may be subject to additional conditions or rules applicable to that particular Game, including in the form of questionnaires/FAQs ("Game Terms"). Such Game Terms are deemed to be incorporated herein by reference. Users must agree and adhere to these Game Terms before playing any such Game on the Application. To the extent that these Terms are inconsistent with Game Terms, the Game Terms shall prevail.

We reserve the right to terminate your Account and/or deny access to the Website or Application if it is brought to our notice that you have violated the Terms or Privacy Policy or applicable law.

## **2. State Restrictions**

Any user residing in the states of Assam, Odisha, Nagaland, Sikkim, Andhra Pradesh, Meghalaya and Telangana and any other state as notified by the central/state government/ court ruling in India from time to time ("**Restricted States**") are prohibited from participating in any Games on the Website or Application. It is hereby clarified that some of the Restricted States such as Meghalaya and Nagaland have requirements where games of skill for stakes may only be offered upon obtaining relevant licenses. Accordingly, at present the Games and the services available on the Application are open only to persons currently residing in India and who are not residents of any of the Restricted States. If you access the Service or any Game from any of the Restricted States, you shall be entirely liable for any legal or penal consequences and we shall be entitled to terminate your account and/or freeze/forfeit the balance in your Account on the Website or Application.

You must note that all Games available on the Website or Application are games where your success or/and performance depends predominantly upon their superior knowledge, training, attention, experience and adroitness ("**Games of Skill**") in playing the game and less on chance. Each game will reward certain skills, such as knowledge of the game, familiarity with rules, experience, reflexes, practice, hand-eye coordination etc. 'Games of Skill', under Indian law, are excluded from the ambit of gambling legislations including, the Public Gambling Act of 1867 and other state enactments.

Given the above background, the individuals residing in the Restricted States should not participate in Games offered on the Website or Application. Any participation by such individuals shall be at their sole risk and discretion and we shall not be liable to refund or reimburse any injury or damages suffered by such individuals.

We reserve the right to monitor all activities from your Account on the Website or Application to ensure compliance with law. If you participate in any Games in violation of any central and/or state law(s) in India, we reserve the right to cooperate with law enforcement agencies of the relevant state and report such participation or/and suspicious activity along with all your relevant details.

We do not support, endorse or offer 'games of chance' for money. Each Game that is available on the Website or Application has clearly defined rules. You are encouraged to read, understand and follow these rules to be successful in these Games. We shall not be liable if you do not adhere to the Game rules or otherwise engage in gambling or betting activities on the Website or Application, which shall solely be at your sole risk.

### **3. Changes to the Terms of Use**

Playwise may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **4. Accessing the Website and Account Security**

Playwise reserves the right to withdraw or amend this Website, and any service or material Playwise provides on the Website, in our sole discretion without notice. Playwise will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You agree and acknowledge to play Games on the Website or Application at your own risk and we shall not be held liable for any loss of winning amount or any technical difficulties faced by you. You are also urged to keep a stable internet connection throughout the game to ensure minimum glitches.

You are responsible for making all arrangements necessary for you to have access to the Website. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use

### **5. Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Playwise, its licensors, or other providers of such material and are protected by copyright, trademark, patent,

trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website. You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other interest in your Account, and further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to our benefit. You also acknowledge and accept that we cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all contents accessed by you while using the Website is at your own risk and you will be sole responsible for any damage or loss to any party resulting therefrom.

## **6. Trademarks**

Playwise's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Playwise or its affiliates or licensors. You must not use such marks without the prior written permission of Playwise. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## **7. Prohibited uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable national, state, local, or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Playwise, a Playwise employee, another

user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Playwise or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **8. User Contributions**

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, or otherwise disclose to third parties any such material for any purpose, and agree that you are not entitled to payment or reimbursement for your User Contributions from Playwise or its affiliates.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

## **9. Monitoring and Enforcement; Termination**

Playwise has the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS Playwise AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, Playwise cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Playwise assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Playwise has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **10. Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable national, state, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

#### **11. Copyright Infringement**

If you believe in good faith that any content displayed or transmitted through the Website infringes your copyright, you may reach us at [support@playwise.gg](mailto:support@playwise.gg).

#### **12. Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. Playwise does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Playwise, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Playwise. Playwise is not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **13. Community Guidelines**

We want our Website and Application to be a safe and fun place to play online. To facilitate this, we have established the following guidelines for participation in the community (“Community Guidelines”). These Community Guidelines apply to your each and every interaction on our Website and Application, social media avenues including but not limited to your interactions with our customer support team.

You may NOT post content that is in relation to any of the following:

Threats, Violence & harm

- Threatens any person, and which is a threat of violence, physical or mental harm.
- Promotes or encourages suicide or any other type of self-injury, including self-mutilation.
- Promotes discrimination, hatred against any individual or group
- Includes nudity, gruesome crime or accident scenes, gory media related to death, serious injury, violence, or surgical procedures.
- Content that is gratuitously shocking, sadistic, or excessively graphic, including with respect to animals.

Impersonation, spam & hacking

- Impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others.
- Publishes or posts links to malicious content intended to damage or disrupt another

person's browser or computer.

- Uses platform for obtaining sensitive personal information, banking and credit card details, passwords etc.
- Threatens to expose someone's private information or threaten to hack or break into someone's digital information.
- Is harassing, abusive, or constitutes spam.

#### Harassment & Bullying

- Is directed to an individual, including: profiles or posts that identify and shame individuals; images altered to degrade individuals; or photos or videos of physical bullying posted to shame the victim of such bullying.
- Attacks a person or group on the basis of attributes such as race, religion, ethnic origin, sexual orientation, disability, or gender.
- Depicts physical or psychological abuse involving minors.

#### Sexually Explicit Content, violence

- Includes sexual harassment, sexual assault threats, sharing intimate material without consent, recording or distributing images of sexual assaults, cyber stalking, digital dating abuse and luring sexual trafficking victims.
- Promotes or depicts violence towards children, including posting sexually explicit images/videos of children.

#### Breach of Third Party Rights

- Violates the rights of a third party, including copyright, trademark, privacy, and publicity rights.

#### Hate Speech & false information

- Is defamatory, obscene or pornographic.
- Is furtherance of illegal activities.
- Is intended to deceive or mislead any of other(s) and endangers our trust-based community.

#### Terrorism & Illegal Activities

- Promotes any organization which is engaged in terrorist activity, incites violence against others or organised criminal activity.
- Seeks to use Hike Sticker Chat for furtherance of any illegal activity or any activity that is in breach of Community Guidelines.
- Disrespects national symbols, including national flag and national emblem.
- Offers the purchase, sale, or trade of unlawfully acquired goods.
- Offers, sells, trades, or solicits firearms, accessories, ammunition, explosive weapons, or instructions on how to manufacture them

If you do not agree with our Community Guidelines, you may delete your Account and/or not access, download and use the Application and/or the Services.

In the event you wish to report any breach of our Community Guidelines, you may **contact us at <support@playwise.gg>**. We will review these reports to determine whether there is a violation of these guidelines and determine if any action needs to be taken, at our sole discretion.

**Changes to Community Guidelines:** Any changes in the Community Guidelines shall be posted on our website to reflect changes in the guidelines. You should periodically review Community Guidelines for the latest information on our community guidelines. Once posted, those changes are effective immediately.

Continued access or use of the Application and/or the Services constitutes your acceptance of the changes and the amended Community Guidelines.

Please take these guidelines seriously and honour them in the spirit in which they are intended. We'll do our best to enforce them consistently and fairly. We reserve the right at all times (but will not have an obligation) to take down any content in breach of our Terms or Community Guidelines and to take any other actions as we deem fit including, suspending Users or reclaiming usernames without liability to you.

#### **14. Changes to the Website**

Playwise may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and Playwise is under no obligation to update such material.

#### **15. Privacy Policy**

Please read our Privacy Policy to understand our practices which govern your use of the Website. Any information (including your personal information and/or sensitive personal data or information) provided by you on the Website will be collected, stored, processed, transferred or shared by us and our affiliates in accordance with our Privacy Policy. These Terms are deemed to incorporate the Privacy Policy in its entirety.

#### **16. Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you mustnot:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

## **17. Links to Third Party Sites/Services**

The Website may contain links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for

any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Certain services available on the Website are delivered by third party sites and organizations. By using any product, service or functionality originating from the Website, you hereby acknowledge and consent that Playwise may share such information and data with any third party with whom Playwise has a contractual relationship to provide the requested product, service or functionality on behalf of Playwise users.

The third party's collection, use, and disclosure of your information will be subject to that third-party service's privacy notice.

## **18. Disclaimer of Warranties**

You understand that Playwise cannot and does not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER PLAYWISE NOR ANYONE ASSOCIATED WITH PLAYWISE REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR

THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, PLAYWISE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

Additionally, the contents provided through the Website may include technical inaccuracies or typographical errors. We may make changes or improvements to the website at any time. The contents or any information available on the Website is without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable laws, including but not limited to:

- any implied warranty or merchantability, fitness for a particular purpose;
- that the contents of the Website will be uninterrupted or error-free;
- the defects, if any on the Website will be corrected;
- any harm resulting from downloading or accessing any information or material, the quality of servers, games, products, Application, Services or sites, cancellation of competition and prizes.
- the Website being constantly available or available at all;
- installation or uninstallation choices in relation to the Website being successfully executed in all cases;
- Your personal ability to use the Website;
- Your satisfaction with the use of the Website;
- that Website will meet your requirements and expectations;
- the accuracy of the data provided by the Website;
- the security and privacy of Your data;
- that all bugs or errors in relation to the Website will be corrected;
- that the Website will be compatible with all devices and all networks;
- that the Website is fit for a particular purpose or use;
- that the Website and the contents thereof are accessible in every location; or
- that the Website and the contents would be perpetually secure and not prone to breaches of security anywhere in the world.

#### **19. Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF PLAYWISE AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF INDIAN RUPEES FIFTY ONLY (INR. 50/-). THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You shall access the Playwise website provided on Playwise voluntarily and at their own risk. Playwise shall, under no circumstances be held responsible or liable on account of any loss or damage sustained (including but not limited to any accident, injury, death, loss of property) by You or any other person or entity during the course of access to the Playwise website (including participation in the contest(s)/ tournament etc) or as a result of acceptance of any prize.

Playwise accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the prizes.

## **20. Indemnification**

You agree to defend, indemnify, and hold harmless Playwise, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the

Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Additionally, You shall be solely responsible for any consequences which may arise due to their access of Playwise website by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to Playwise website, including provision of incorrect address or other personal details. You also undertake to indemnify Playwise and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by Playwise on account of such act on your part.

You shall indemnify, defend, and hold Playwise harmless from any third party/entity/ organization claims arising from or related to such User's engagement with the Playwise or participation in any Contest. In no event shall Playwise be liable to You for acts or omissions arising out of or related to User's engagement with the Playwise or his/her participation in any Contest(s).

In consideration of Playwise allowing You to access the Playwise website, to the maximum extent permitted by law, You waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against Playwise, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the provision of Playwise website or related to the Contests or the prizes of the Contests.

## **21. Disclaimers**

- To the extent permitted under law, neither Playwise nor its parent/holding company, subsidiaries, affiliates, directors, officers, professional advisors, employees shall be responsible for the deletion, the failure to store, the mis-delivery, or the untimely delivery of any information or material.
- To the extent permitted under law, Playwise shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, games, products, Playwise Services or sites, cancellation of competition and prizes. Playwise disclaims any responsibility for, and if You pay for access to one of Playwise's Services, You will not be entitled to a refund as a result of, any inaccessibility that is caused by Playwise's maintenance on the servers or the technology that underlies our sites, failures of Playwise's service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. In addition, Playwise does not provide any warranty as to the content on the Playwise website. Playwise's content is distributed on an "as is, as available" basis.

- Any material accessed, downloaded or otherwise obtained through Playwise is done at the Your discretion, competence, acceptance and risk, and You will be solely responsible for any potential damage to Your computer system or loss of data that results from a Your download of any such material.
- In case Playwise discovers any error, including any error in the determination of Winners or in the transfer of amounts to Your account, Playwise reserves the right (exercisable at its discretion) to rectify the error in such manner as it deems fit, including through a set-off of the erroneous payment from amounts due to the User or deduction from Your account of the amount of erroneous payment. In case of exercise of remedies in accordance with this clause, Playwise agrees to notify to You of the error and of the exercise of the remedy(ies) to rectify the same.
- To the extent permitted under law, neither Playwise nor its partners, licensors or associates shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use our sites, even if we have been advised of the possibility of such damages.
- Any Playwise service, events or Contest(s) being hosted or provided, or intended to be hosted on Playwise platform and requiring specific permission or authority from any statutory authority or any state or the central government, or the board of directors shall be deemed cancelled or terminated, if such permission or authority is either not obtained or denied either before or after the availability of the relevant Playwise service, events or Contest(s) are hosted or provided.
- To the extent permitted under law, in the event of suspension or closure of any services, events or Contests, Users (including Participants) shall not be entitled to make any demands, claims, on any nature whatsoever.

## **22. Force Majeure**

We will not be liable to you for any eventuality caused directly or indirectly as a result of using the Website, in case of any Force Majeure Event.

A Force Majeure Event is defined as any act of God, wars or threat of war (declared or undeclared), insurrections, acts of terrorism, epidemic, pandemic, governments actions (including but not limited to passage of any law, order), lockouts, civil unrest, demonstrations, real or potential labour disputes, any natural disaster, inability to obtain relevant authorisations or accident or defect in telecommunication network or any other act, affecting our ability to offer Services and which are beyond our reasonable control. Force Majeure Event may render it difficult or impossible for us to continue to provide the Services on its Website or Application and we retain the right to suspend, limit or terminate the Website until further notice.

## **23. Communications**

We may communicate with you through email, SMS, telephone, by posting notifications on the Website or Application (including push notifications) or any other means of communication. By using the Website, you consent to receive such communications from us including in relation to the Website or Services, your account information or any updates/ changes to the Website and/ or other promotional or marketing communications from us.

We may allow you to use the Services to initiate SMS or text messages or other online communication to your friends, family, or other contacts. You are not required to send such text messages, however in case you do then you shall be solely responsible for them. You understand that standard text messaging and data rates may apply based on your plan with your mobile phone carrier. You also understand

that we do not control the recipients, content, or timing of these text messages. If you choose to send any messages through the Services, you represent and warrant to us that the recipients of the messages have appropriately consented to receive the messages.

If you intend to participate in a promotion, and have listed your phone numbers on the National Do Not Call Registry (“NDNC Registry”), then you shall deregister the same from the NDNC Registry till the completion of such promotion. You agree not to make any claim or raise any complaint whatsoever against us in this respect. Please note that persons intending to participate in a promotion who have not de-registered themselves from the

NDNC Registry shall also have no right to make any claim or raise any complaints against us if they do or do not receive any call or SMS with respect to their participation and all other matters pertaining to a promotion.

#### **24. Governing Law**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed and construed in accordance with the laws of India.

#### **25. Jurisdiction**

You waive any and all objections to the exercise of jurisdiction and consents to the exclusive jurisdiction of courts located in the State of Rajasthan in any action arising out of or relating to legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website.

#### **26. Refunds and Disputes of Charges**

To dispute a charge or request a refund, please e-mail s [support@playwise.gg](mailto:support@playwise.gg)  
Refunds and disputes will be handled on a case-by-case basis at Playwise’s sole discretion.

#### **27. Dispute Resolution**

The courts of competent jurisdiction at Rajasthan shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Application or the Services provided by us, the construction, validity, interpretation and enforceability of these Terms of Use, or your or our rights and obligations, as well as the exclusive jurisdiction to grant interim or preliminary relief in case of any dispute referred to arbitration as given below.

In the event of any legal dispute (which may be a legal issue or question) which may arise, firstly the party raising the dispute shall provide a written notification (“Notification”) to the other party. On receipt of Notification, the parties shall first try to resolve the dispute through discussions. In the event that the parties are unable to resolve the dispute within fifteen (15) days of receipt of Notification, the dispute shall be settled by arbitration.

The place of arbitration shall be Jaipur, Rajasthan, India by a sole arbitrator who shall be appointed by us and whose decision shall be final and binding upon all the parties. All arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Nothing contained in these Terms of Use shall prevent 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.

### **28. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE

(1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **29. Waiver and Severability**

No waiver by Playwise of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Playwise to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **30. Entire Agreement**

The Terms of Use, our Privacy Policy, and Copyright Policy constitute the sole and entire agreement between you and Playwise regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **31. Grievance Officer**

In the event you have any complaints or grievances regarding usage of Application or its Services, please contact [shrutidhar](mailto:shrutidhar@playwise.gg) at [shrutidhar@playwise.gg](mailto:shrutidhar@playwise.gg) > who is our Grievance Officer and Compliance Officer.

The complaints will be redressed in the manner provided under the Information Technology Act, 2000, the Consumer Protection Act, 2019 and rules framed thereunder. We will acknowledge the receipt of any consumer complaint within twenty-four hours and redresses the complaint within 15 days from the date of receipt of the complaint.

### **32. Customer Support**

In case where you have any queries pertaining to the Website or Application or its Services or the Terms of Use, you may contact our customer service at [support@playwise.gg](mailto:support@playwise.gg) >.