# **Terms & Conditions**

#### A. GENERAL

 These are the Company Terms and Conditions of Use ('Terms') which form a legal and binding agreement amongst Juego Studio Private Limited and Its Subsidiary GamesTurf Private Limited (referred to as the 'Company', 'Ludo Brawl', 'Us', 'We' or 'Our') and any person ('You'/ 'Your'/ 'User') accessing:

(i) Our website - <u>www.Ludobrawl.com</u> ('Website') and the Ludo Brawl mobile application ('App') including any subdomains of the Website, or related top-level domains including <u>www.Ludobrawl.com</u>, mobile sites, apps, APIs, widgets hereinafter collectively referred as '**Ludo Brawl Platform**.

(ii) Any data, information, text, graphics, video, sound, pictures, and any other materials appearing, sent, uploaded, communicated, transmitted, or otherwise made available via Ludo Brawl Platform (jointly referred to as the 'Content') for participating in various contests and games hosted on Ludo Brawl Platform ('Services' / 'Games').

- Such User (as described above) shall be bound by these Terms, Privacy Policy (Privacy Policy) and all other rules, regulations, and terms of use (including Privacy Policy) referred to herein or provided by Company in relation to any Company Services.
- This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as applicable and various other statutes. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- You acknowledge and agree that by using, or otherwise accessing the Company Ludo Brawl Platform and Company Services, you agree to be bound by these Terms and our Privacy Policy (Privacy Policy). You acknowledge that we provide use and access to our Ludo Brawl Platform and Services to you, subject to these Terms. You agree and acknowledge that you have completely read and understood these Terms and the Privacy Policy, incorporated herein by reference, as amended from time to time. You agree, covenant, and undertake to be bound by the specific rules and regulations of each of the Games as applicable.
- We reserve the right to amend, modify, update, terminate, supplement or otherwise amend all or any of the Terms, Privacy Policy, rules, or regulations on Ludo Brawl Platform at any time by publishing new Terms. Company may, at its sole discretion, also notify the User of any change or modification in these Terms, Privacy Policy, rules, regulations, and terms of use referred to herein or provided by Company, by way of sending an email to the User's registered email address or posting notifications in the User accounts. The User may then exercise the options provided in such an email or notification to indicate nonacceptance of the modified Terms, rules, regulations, and terms of use referred to herein

or provided by Company. If such options to indicate non-acceptance are not exercised by the User within the time frame prescribed in the email or notification, the User will be deemed to have accepted the modified Terms, rules, regulations, and terms of use referred to herein or provided by Company.

- If the User does not accept the modified Terms, rules, regulations, and terms of use referred to herein or provided by Company, we reserve the right to deny access to Ludo Brawl Platform and Services to the User. If the User does not accept the modified Privacy Policy, we reserve the right to deny access to Ludo Brawl Platform and Services to the User to the extent such modified terms of the Privacy Policy are required to provide access to Ludo Brawl Platform and Services.
- Participation in any Games or contest on the Company Ludo Brawl Platform or viewing of certain Content may be subject to further terms and conditions as may be notified by us from time to time on the Website or otherwise. You should ensure that you have read, understood and agree to abide by the rules and regulations of the Games, contest, tournament available through the Company Ludo Brawl Platform.
- Company may, at its sole and absolute discretion:
  - Move or remove any Content that is available or posted by a User on Ludo Brawl Platform.
  - Establish general practices and limits concerning the use of Ludo Brawl Platform and modify these practices, limits and thresholds at its discretion, from time to time, and such changes shall be notified and/or included within updated Terms as deemed fit by Company.
  - Assign its rights and liabilities to all User accounts hereunder to any entity (post such assignment, intimation of such assignment shall be sent to all Users to their registered email addresses).
- Your use of information on our Ludo Brawl Platform including results, fixture lists, statistics, data, and news posted on our Ludo Brawl Platform is at your own risk. Other than as expressly set out in these Terms and to the extent permitted by law, we make no warranty as to the accuracy or reliability of the information contained on our Ludo Brawl Platform or in our publications (including, but not limited to, any Content or information generated on our Ludo Brawl Platform by or on behalf of us, and any third-party content on our Ludo Brawl Platform). We and our related entities, directors, officers, and agents disclaim all liability and responsibility for any loss or damage (whether direct or indirect) that may be suffered by any recipient through relying on anything contained in, or omitted from our Ludo Brawl Platform or publications.
- You hereby unconditionally and irrevocably, expressly agree to the transfer of your personal data and information (including sensitive data) to Us and to such third parties who we contract with to provide you with the Services.

#### **B. Description of Services Offered**

- Subject to the Users compliance with these Terms, Company gives Users a personal, royalty-free, non-assignable, non-sublicensable, non-transferable, non-exclusive, and revocable limited right to access and use Ludo Brawl Platform that is provided as part of the Services. This right is for the sole purpose of enabling the own personal private use from Users to play Games of skill as hosted on Ludo Brawl Platform, in the manner prescribed under these Terms and not for any commercial purposes, in India and only until the User is bound by these Terms.
- The Services may change or be modified from time to time without prior notice or communication. Company reserves the right to change, modify or delete Ludo Brawl Platform or Services, information, and Terms listed thereon at any time without prior notice.
- The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or any other information. The types and extent of advertising by Company on the Services are subject to change.
- When access Games are included in the Services, the specific rules, scoring, controls and guidelines for each game can be found within the game itself. The Users agree to and shall comply with such rules, scoring, controls and guidelines etc.
- Any charges levied on Users for accessing the Services, including but not limited to internet connection and/or mobile or data charges are solely the responsibility of such Users.

#### C. User Registration

- In order to access the Website or fully utilize Ludo Brawl Platform offered by the Company, a User is required to register on Ludo Brawl Platform. You are not authorized to access any of our Ludo Brawl Platform, until you have been granted an Account (defined below).
- If you wish to become a registered User, you will need to create an account ('Account') on our Ludo Brawl Platform. Each User is only permitted to open one Account. Company reserves the right to terminate or suspend any duplicate accounts.
- In order to apply for an Account, Company may require you to register by completing a form and providing certain details (listed below), in accordance with the instructions on Ludo Brawl Platform:
  - Full Name.
  - E-mail address.
  - Password.
  - State of Residence.

- Gender.
- Date of Birth.
- Mobile Number.
- Bank Account Number.
- Permanent Account Number Card (PAN Card).
- Government issued Identity Documents (for know your customer (KYC) checks):
  - Aadhaar card.
  - Driving license.
  - Voter ID.
  - PAN card.
- You can also register or log in through your Google or personal email address. You may also be required to provide your mobile number for verification purposes and verify such mobile number using a one-time passcode (OTP) sent to your mobile number. Permission to open the Account shall be determined by Company or its representatives, at their sole discretion. We may refuse to grant an application for an Account made by any person without giving a reason for such refusal. You agree and acknowledge that the decision of the Company in this regard shall be final. We may require additional identity verification procedures used to ensure that we can verify the identity of Users transacting with each other and assist our payment service providers corroborate the results of these know-your-customer verification checks with the identity of our customers (collectively 'KYC' checks). You understand and submit to such KYC checks, and agree and consent to supply and provide your personal information and documents to evidence proof of identity and address, as may be required to conduct and complete such KYC checks.

# **D.** Eligibility

You must be over 18 years of age and a resident of India to access and/or use our Ludo Brawl Platform and create an Account with us. By agreeing to these Terms, you represent and warrant to us that: (a) You are at least 18 years old; (b) You have not previously been suspended or blocked from using Ludo Brawl Platform; and (c) Your registration and your use of Ludo Brawl Platform is in compliance with any and all applicable laws and regulations. You must not be a resident of any Restricted Territories (as hereinafter defined) to participate in any Games on Ludo Brawl Platform. We reserve the right to request proof of identity at any stage to verify that minors are not using Ludo Brawl Platform and we may exclude a person from accessing or using Ludo Brawl Platform if proof of identity is not provided or if Company suspects that a person is under the age of 18 years. Parents and guardians should monitor their children's / ward's online activities and consider using parental control tools available from online services that help provide a child an amicable online environment. These tools can also prevent children from disclosing any personal information without parental permission. Employees and directors of the Company are not eligible to participate in any Games on Ludo Brawl Platform.

- You agree to provide true, accurate, current, and complete information at the time of registration and at all other times(as required by Company). You agree to update and keep updated all information provided for the purposes of registration. You undertake and agree that all information provided by you from time to time is true, accurate, current, and complete to your personal knowledge.
- Upon grant of the Account by us, your Account will be created, and you will be able to use our Ludo Brawl Platform, access the Service(s) and play the Game(s) hosted by us. You agree and acknowledge that such Account can be terminated by us by giving notice to you, for any reason deemed fit by Company in its sole discretion.

# E. Creation of Account and Use of Ludo Brawl Platform

- You represent and warrant to us that, throughout the course of your usage of our Ludo Brawl Platform, you will not permit other persons to access or use your Account. If you permit other persons to access or use your Account, you do so at your own sole risk as to any consequences. You further agree and accept that you shall not access or use Ludo Brawl Platform through the Account of another User.
- Users are prohibited from operating multiple accounts. If it comes to the knowledge of Company that a User is operating multiple accounts, in such case, Company reserves the right to restrict, ban, suspend or terminate such User's Accounts, at its sole and absolute discretion and without any notice. Any cash or credit balances in such User's Accounts is liable to be consolidated into the Account with the highest cash or credit balances or forfeited at the sole discretion of Company, depending on whether such Accounts are aliases or Accounts associated with actual or potential frauds.
- You may also be required to verify any credit card / bank account you use to deposit funds, and also any bank account you want to withdraw to ensure their integrity and verify their compliance with current regulations.
- In the event You are erroneously credited excess funds for any reason, You forfeit the excess amount, and such amount shall be debited from Your Account.
- Where Company conducts any customer identity checks, this neither implies that Company is statutorily required to conduct such checks nor liable for any inaccuracy in customer verification that cannot be directly attributable to Company's gross negligence. You are responsible for completing your 'know your customer' checks with your respective banks, financial institutions, card associations and other payment system providers as defined under the Payment and Settlement Systems Act, 2007 (Payment System Providers), with whom Company has entered into an arrangement to facilitate

payment transactions (i.e. to send or receive funds via Ludo Brawl Platform) using the services of such Payment System Providers. Company conducts such checks as a measure to reduce financial crime in its multiple forms, such as online fraud, money laundering, or the financing of terrorism.

- By accepting these terms and conditions upon registration, you give consent to the Company to disclose your personal information provided to us to a third-party agency to assist in verifying your identity. The third-party agency may prepare and provide Company with such an assessment and may use your personal information including the names, residential addresses and dates of birth, financial information etc. for the purposes of preparing such an assessment. Please refer to our Privacy Policy in this regard.
- You acknowledge that your participation in any Game(s) available on Ludo Brawl Platform is purely voluntary and at your sole discretion and risk.

# F. Skill Based Quiz games played on Ludo Brawl Platform do not qualify as Gambling and Lottery

- Only games of skill shall be hosted on Ludo Brawl Platform.
- Users acknowledge that the Games hosted on Ludo Brawl Platform are games of skill under Indian law, and that we do not support, endorse, or offer to Users any game of chance. While games of skill do not have a comprehensive definition, they are considered to be those games where the impact of a player's effort and skill on the outcome of a game is higher than the impact of luck on the outcome of a game.
- Games hosted on Ludo Brawl Platform are games of skill, as the outcome/success in the game is directly dependent on the Users' effort, performance and skill. The Supreme Court of India has recognized that the right to play games of skill is a constitutionally protected right.

# G. Restricted Territory. Ludo Brawl Platform not offered in Andhra Pradesh, Arunachal Pradesh, Assam, Meghalaya, Nagaland, Odisha, Telangana, Sikkim, Tamil Nadu and outside India

 Company may, in accordance with the laws prevailing in certain Indian states, bar individuals residing in those states from participating in the Game. Currently, individuals residing in the Indian states of Andhra Pradesh, Arunachal Pradesh, Assam, Meghalaya, Nagaland, Odisha, Telangana, Sikkim, Tamil Nadu and outside India are not allowed to participate in the Game as the laws of these states bar persons from participating in games of skill where Users are required to pay to enter. Access to Ludo Brawl Platform will therefore be restricted from being accessed by the Users from such states.

#### Juego Studio Private Limited

- You agree and acknowledge that we may use certain technologies for monitoring of activities including logging of your IP address to ascertain and verify your geographical location.
- Company does not allow the Users residing in the aforesaid Indian states or outside the territory of India to play with real money or deposit amounts to play Games on Ludo Brawl Platform. Users agree and acknowledge that if a person residing in such Indian state becomes a User by giving false information, the liability shall be solely on the User and the Company reserves the right to delete/remove such Account without any notice and such User shall not have any right to redeem or demand the Account balance of such Account.
- You agree and accept that Company shall not be liable or responsible for the breach of applicable state laws by any User. There may be applicable penalties imposed on such Users by the respective State Governments or the Central Government of India as the case may be.
- Users from all Indian states have to always ensure that they are complying with the applicable state laws and we will attempt to post any changes that we seem appropriate to better educate the Users. You agree and acknowledge that our decision in this regard will be final and binding, and no consideration, whatsoever, will be extended to the User.

#### **H. Security**

- Access to your Account and to add, delete or modify any Content on your Account is password / OTP protected.
- We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with any failure, delay or interruption, interception, interference, in transmitting passwords/OTPs due to any failure of the mobile service network or any other circumstance beyond our reasonable control.
- You agree that you will not disclose your password / OTP to anyone or allow any other person to access or use your Account. We are not responsible if your Account is accessed or opened by other persons using your password. You shall be held solely responsible and liable for all of your activities on Ludo Brawl Platform made from your Account.
- You understand that it is your obligation to protect the information you have provided on Ludo Brawl Platform including, but not limited to usernames, passwords, email addresses, contact details, bank account information etc. You explicitly understand and agree that we will not incur any liability for information provided by you to anyone which may result in your Account on Ludo Brawl Platform being exposed or misused by any other person or any other harm or loss being suffered by you.

- Provided that Company or its employees have not engaged in fraud or gross negligence, Company shall not be liable to a User for any authorized transaction which has been executed through Ludo Brawl Platform as a result of:
  - Fraud committed by any User using User's access credentials before the User has notified Company in writing of the loss or theft or such access credentials, as a result of which Company has been unable to take any action to disable the access credentials.
  - Fraud committed by third parties against Users which may not be preventable by, or occur despite the security systems of Ludo Brawl Platform.
  - A voluntary action or transaction initiated suo motu by any User at the behest of another User, which is not initiated by Company for the transfer of funds, credit or stored value to another User.
  - The security, accuracy, legality, appropriateness or any other aspect of the Content or function of any third party's products or services on our Ludo Brawl Platform.
  - Responsibility for the underlying transactions involving funds between you and the sender/recipient of a payment or the actions or identity of any transfer recipient or sender.
- You should routinely check the Account Balance section of your Account to ensure that there has been no unauthorized use of your Account. If you suspect any unauthorized activity you must change your password immediately and contact the Support at support@ludobrawl.com.
- Please also contact us immediately if your mobile or computer device through which you access Ludo Brawl Platform has been lost, stolen or compromised in any way or someone has used or may use your mobile or computer device or credentials without your authorisation or if you become aware of any unauthorized use of your Account.
- You should only transact with a third party product or service that you know. While Ludo Brawl Platform may provide a link between the sender and the recipient of cash or credit balance(s) all payment transactions or any communications/offers are carried out through Ludo Brawl Platform are solely between the sender and recipient of the payment and is not a party to and will not be responsible for any disputes, chargebacks or reversals arising pursuant to payment transactions solicited or initiated by and between Users.
- Please note that we can terminate or suspend your Account and all associated accounts, institute fraud prevention measures such as access restrictions, transaction velocity restrictions etc., without prior notice to prevent unauthorized use of our Ludo Brawl Platform. You must cooperate with us in any investigation and use any fraud prevention measures we prescribe, and you agree that we will not be liable to you or any third party

for any block, suspension, cancellation, or termination of your use of an Account owing to such measures.

• You are hereby informed that any and all information associated with any fraudulent transaction may be shared by Company (with or without demand) with the Government of India or any agency thereof, for the purpose of verification of the identity of User, or for prevention, detection, investigation, prosecution, and punishment.

## I. User Conduct

- In accessing or using our Ludo Brawl Platform you agree that you will not:
  - Use any automated device, software, process or means to access, retrieve, scrape, or index our Ludo Brawl Platform or any Content thereon without our express prior written consent.
  - Use any device, software, process or means to interfere or attempt to interfere with the proper working of our Ludo Brawl Platform.
  - Undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we deem, in our sole discretion, to be unreasonable or disproportionate site usage.
  - Use or index any Content or data on our Ludo Brawl Platform for purposes of competing with us in any manner that we have not specifically authorized; transmit spam, chain letters, games, junk email, surveys, or other mass messaging, whether commercial in nature or not.
  - Use our Ludo Brawl Platform or any Content therefrom in any manner which is, in our sole discretion, not reasonable and/or not for the purpose it is made available.
  - Violate the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right.
  - Pose as any person or entity or attempt to solicit money, passwords or personal information from any person.
  - Act in violation of any Terms of using our Ludo Brawl Platform.
  - Reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our Ludo Brawl Platform or any Content thereon, except as expressly authorized by us.
  - Transmit or attempt to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature.
- If you choose to submit any content by way of question on Ludo Brawl Platform, you hereby warrant that no Contribution (defined hereinafter) shall:
  - Be considered to be, unlawful, threatening, abusive, bigoted, hateful, libelous, tortious, blasphemous, false or misleading, discriminatory, defamatory, obscene,

vulgar, offensive, excessively violent, invasive of another's privacy, publicity, contract or other rights, pornographic or inclusive of nudity, pedophilic, profane, sexually explicit, indecent, racially, ethnically objectionable, disparaging, relating or encouraging money laundering, or otherwise unlawful in any manner whatsoever.

- Constitute, advocate or encourage conduct that would constitute or give rise to a criminal offense, civil liability, or other violation of any local, state, national or international law.
- Constitute or contain false or misleading indications of origin or statements of fact.
- Belongs to another person and to which you do not have any right to, or infringe the intellectual property rights (whether registered or unregistered) of the Company or any third party.
- Contain any information, software, or other material of a commercial nature or is patently false or untrue.
- Contains advertising, promotions or commercial solicitations of any kind.
- Harass or harm another person.
- Exploit or endanger a minor.
- Impersonate or attempt to impersonate any person or entity or mislead or attempt to mislead another person regarding your identity.
- Threaten the unity, integrity, defense, security, or sovereignty of the territory, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation.
- As it concerns the content uploaded by you, without prejudice to your obligation to otherwise comply with applicable laws during the course of using Ludo Brawl Platform, you agree to hereby comply with any and all applicable laws, as well as any other rules and restrictions that may be set forth herein or on Ludo Brawl Platform. Company may not be held responsible for any content posted or contributed by Users on Ludo Brawl Platform.
- The Users admit that they may be exposed to Content posted by other Users that they
  may find offensive, obnoxious, or indecent and that we may not be able to prevent such
  Content from being posted. Such Content should be brought to our notice. We shall act
  upon the information as it deems acceptable. The decision taken by the management of
  the Company in this regard shall be final and binding on the User and you specifically
  agree that we shall not incur any liability under any circumstance whatsoever regarding
  the same.

- We reserve the right to prevent unauthorized access to or use of our Ludo Brawl Platform, including, but not limited to, instituting technological barriers, or reporting your conduct to any person or entity.
- In the event, we have reasonable grounds to believe that your activities include any of the acts specified above, we may initiate appropriate legal action against you as well as notify the relevant regulatory or law enforcement authorities where appropriate in addition to any other available remedies under law or equity, apart from restricting or suspending or terminating your use of Ludo Brawl Platform.
- You shall not purchase, sell, assign, trade, rent, loan, lease, license, grant a security interest in, or transfer your User Account, any content, currency, points, standings, rankings, ratings, or any other attributes appearing in, originating from or associated with Ludo Brawl Platform.
- Users agree to abide by these Terms and all other rules, regulations, and terms of use of Ludo Brawl Platform. In the event User does not abide by these Terms and all other rules, regulations, and terms of use, Company may, at its sole and absolute discretion, take necessary remedial action, including but not limited to:
  - Restricting, suspending, or terminating any User's access to all or any part of Services.
  - Deactivating or deleting a User's Account and all related information and files on the Account. Any amount remaining unused in the User's game Account or winnings account on the date of deactivation or deletion shall be transferred to the User's bank account on record with Company subject to a processing fee (if any) applicable on such transfers as set out herein.
  - Refraining from awarding any prize(s) or withholding access to such infringing User.
- Users agree to ensure that they can receive all communication from Company by marking emails or sending SMSs from Company as part of their safe senders list. Company shall not be held liable if any e-mail/SMS remains unread by a User as a result of such e-mail getting delivered to the User's junk or spam folder.
- If a User chooses a username that, in Company's considered opinion is obscene, indecent, abusive or that might subject Company to public disparagement or scorn, Company reserves the right, without prior notice to the User, to change the User's username and inform the User, or delete such username and posts from Ludo Brawl Platform, deny such User access to Ludo Brawl Platform, or any combination of these options.
- Unauthorized access to Ludo Brawl Platform is a breach of these Terms, and a violation of the law. Users agree not to access Ludo Brawl Platform by any means other than through the interface that is provided by Company for use in accessing Ludo Brawl Platform. Users agree not to use any automated means, including, without limitation,

agents, robots, scripts, or spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.

- The use of Ludo Brawl Platform is subject to existing laws and legal processes. Nothing contained in these Terms shall limit Company's right to comply with governmental, court, and law-enforcement requests or requirements relating to the User's use of Ludo Brawl Platform.
- Company may not be held responsible for any content contributed by Users on Ludo Brawl Platform.

#### J. Payment Terms

 In respect of any transactions entered into on Ludo Brawl Platform for playing Games and contest(s), Users agree to be bound by the following payment terms to which Users shall be bound when participating in any game and the User will pay the contribution (Contribution) which will be inclusive of the following:

i. Pre-designated Ludo Brawl Platform fee (Ludo Brawl Platform) (for each kind of game hosted by the Company, as described within the Games) for access to Ludo Brawl Platform. Such Ludo Brawl Platform Fee is inclusive of applicable GST; and ii. Pre-determined Contribution towards the prize money pool (Prize Money Pool) of such game/contest as stipulated by the Company, which will be passed on to the winner(s) of the game/contest after the completion of the game/contest as per the terms and conditions thereto.

- Company reserves the right to deny its Ludo Brawl Platform / Services to any User at its sole and absolute discretion. Such denial would automatically disqualify a User from playing any Games hosted on Ludo Brawl Platform.
- Users by participating in any Games on Ludo Brawl Platform hereby authorize and appoint Juego Studio Private Limited or a third-party escrow account as determined by the Company as their payment collection agent to collect and manage User funds for and on their behalf (Agent). For operational convenience, the Users' directions (for collection and settlement of payments) will be communicated to the Agent through the Company (which will transmit the Users' instructions to the Agent "as is").
- Unless specifically identified in these terms, it is clarified that the Company has no right or interest in this Prize Money Pool, and only acts as an intermediary engaged in collecting and distributing the Prize Money Pool in accordance with the game terms and conditions.
- In respect of any transactions entered into on Ludo Brawl Platform, including making a payment to participate in the Game, the Users agree to be bound by the following payment terms:
  - Subject to these Terms, all amounts collected from the User are held in a separate non-interest earning bank account with an Agent. The said accounts are operated

by the Agent (or a third party appointed by the Company) in accordance with these Terms.

- From these bank accounts, the payouts can be made to, (a) Users (towards their withdrawals of Winnings or Play Money subject to applicable taxes); and (b) Company (towards its Ludo Brawl Platform Fees). The Agent shall receive and hold the amounts of the Users in trust as a trustee of and for the benefit and use of the Users.
- Company receives only its share of Ludo Brawl Platform Fees through the Agent and has no control over the User funds held by the Agent in the dedicated noninterest earning bank account.
- Company reserves the right to charge a Ludo Brawl Platform Fee, which would be specified and notified by it, prior to a User's joining of a game. Ludo Brawl Platform Fee (inclusive of applicable tax thereon) will be debited from the User's Account balance and Company shall issue an invoice for such debit to the User. Ludo Brawl Platform fee (inclusive of applicable tax thereon) will be debited from the Users Account balance and Company shall issue an invoice for such debit of the User. Ludo Brawl Platform Fee may be dynamic on a game to game basis and dependent on factors such as, number of Users, eligibility criteria, ranking and server load etc., subject to Ludo Brawl Platform Fee being determined before the commencement of a game.
- The User may participate in a game wherein the User has to contribute a prespecified Contribution towards the Prize Money Pool of such game, which will be passed on to the winner(s) of the game after the completion of the game as per the terms and conditions of such game. The amount to be paid-in by the User towards the Prize Money Pool would also be debited from the User's Account balance maintained with the Agent.
- Any User availing Services are provided with following categories of accounts for the processing and reconciliation of payments:

1. Play Money – comprises money contributed by the User through payment gateway including any Bonus that User may receive from the Company (Play Money). Bonus by itself cannot be withdrawn but can be used to play only. However, Play Money, except for Bonus may be withdrawn by the User subject to KYC.

2. Winnings – comprises the money won by the Users by winning the game/contest(s) (Winnings). Winnings can be withdrawn.

3. Bonus Money – Comprises bonus points given by the Company, which gets unlocked into Play Money when User loses a game/contest. Bonus Money by itself cannot be withdrawn (Bonus Money).

- Each time a User participates in any game on Ludo Brawl Platform, the Contribution shall be debited in the User's Account. The Contribution for each User shall be first debited from the Play Money and thereafter, any remaining amount of such Contribution shall be debited from the Winnings, if any.
- In case there is any amount remaining to be paid by the User in relation to such User's participation in any game(s), the User will be taken to the designated payment gateway to give effect to such payment which shall also be credited to the Account maintained by the Agent. In case any amount added by the User through such payment gateway exceeds the remaining amount of the Contribution, the amount in excess shall be transferred to the Account and will be available for use in participation in the game or for withdrawal in accordance with these Terms.
- Notwithstanding any other provisions, in cases where the Winnings are double credited to the Users Account, the User hereby undertakes, agrees, and authorizes the Agent to have the right to reclaim, impose lien and freeze the account of the User until the amount is re-claimed by the Agent.
- Debits from the Account for the purpose of enabling a User's participation in a game shall be made in order of the date of credit of amounts in the Play money, and accordingly, amounts credited into Play Money earlier in time shall be debited first.
- In order to request a withdrawal of any amount standing in the Play Money, the User must first complete Company's identity verification, and bank account verification, which will also require submission of User's PAN card and bank account details and by providing a reason for withdrawal over email. Company shall effect an online transfer to the User's bank account on record with Company by instructing the Agent on behalf of the User (to which the User expressly consents), within a commercially reasonable period of time. Such transfer will reflect as a debit to the User's Play Money. Company may, in certain exceptional circumstances and at its sole and absolute discretion, refund the amount to the User after deducting applicable cancellation charges and taxes including GST.
- Further, withdrawal of any amount standing to the User's credit in the Winnings may be made by way of a request to the Agent through the Company. In such case, Company shall cause an online transfer to the User's bank account on record with the Company by instructing the Agent on behalf of the User (to which the User expressly consents), within a commercially reasonable period of time. Such transfer will reflect as a debit to the User's Winnings. Company shall not charge any processing fee for causing the online transfer of such amount from the Winnings to the User's bank account on record with the Company.

- Winners shall be contacted by the Company through the registered e-mail address
  of the Users. Users may be required to complete the verification process in order
  to raise the withdrawal request. As a general practice, winners will be required to
  verify their email address & phone number along with the following documents:
  (i) A self-attested photocopy of the User's PAN card and (ii) Bank account details
  and proof of the User. The list of winners shall be posted on a separate web page
  on Ludo Brawl Platform. The winners will also be intimidated by email.
- In the event that a User has been declared a winner on Ludo Brawl Platform but has not received any communication from the Company, such User may contact the Company within the time specified on Ludo Brawl Platform.
- Company shall not instruct the Agent to provide for the withdrawal of a User's prize(s)/accumulated Winnings/Play Money unless the above-mentioned documents have been received and verified within the time- period stipulated by the Company. Only to those winners who successfully complete the verification process and provide the required documents within the time limit specified by the Company shall the Agent provide for (at the instructions of the Company on behalf of the User, to which the User expressly consents) withdraw/receive their accumulated Winnings/Play Money (or any part thereof).
- Users will be required to provide valid photo identification and address proof documents for proof of identity and address in order for the Company to process the withdrawal request. The name mentioned on the User's photo identification document should correspond with the name provided by the User at the time of registration on the Company Ludo Brawl Platform, as well as the name and address existing in the records of the User's bank account as provided to the Company. In the event that no bank account has been registered by the User against such User's Account with the Company, or the User has not verified his/her User Account with the Company, to the Company's satisfaction and in accordance with these Terms, Company shall provide such User with a notification to the User's email address as on record with the Company, and the User shall register a bank account with his/her User Account and/or to verify his/her User Account.
- Bonus Money cannot be withdrawn and is automatically transferred to Play Money when a User loses a game.
- Company shall scrutinize all documents submitted and may, at its sole and absolute discretion, disqualify any winner from withdrawing his accumulated Winnings (or any part thereof) on the following grounds:
  - 1. Determination by Company that any document or information submitted by the User is incorrect, misleading, false, fabricated, incomplete or illegible.
  - 2. User does not fulfill the eligibility criteria.
  - 3. Any other ground as reasonably determined by the Company.

- The User represents and warrants that the documents provided in the course of the verification process are true copies of the original documents to which they relate.
- Users are required to provide proper and complete details at the time of registration. Company shall not be responsible for communications errors, commissions or omissions including those of the Users due to which the results may not be communicated to the Winner.
- Where any of the fixtures within a game are canceled or abandoned without an official result, all game entries are considered void and the Contribution shall be duly refunded to User. There are no prize/Winnings pay-outs and Ludo Brawl Platform fee charges for these voided Games.
- If, in a transaction performed by you on Ludo Brawl Platform, money has been charged to your card or bank account and the respective amount is not added to your Account within 24 hours of the completion of the transaction, then you shall inform us by sending an e-mail to support@ludobrawl.com from your registered e-mail address. Please include the following details in the e-mail your (i) mobile number, (ii) transaction value, (iii) transaction date, and (iv) transaction ID. The company will investigate the incident and, if it is found that money was indeed charged to your card or bank account without delivery of the balance in your Account, then you will be refunded the money within 7 business days from the date of receipt of your email. All refunds will be credited to your Account.
- The Company may withdraw and/or cancel any Tournament to be conducted or already conducted, without prior notice to any Users or winners of any Game/ Tournament. In such an event, Company shall effect a refund of the amount of Contribution money contributed by each participant to be affected by instructing the Agent on behalf of the User (to which the User expressly consents).
- All Winnings from Games that are in excess of INR 10,000 (ten thousand) shall be subject to withholding of tax deducted at source (TDS) as per the Income Tax Act 1961 (Act). The Winnings shall be the difference between Prize Money Amount won in a game less the Contribution paid by the User. This tax shall be deducted before the Winnings are credited into the game Winnings user gameplay money balances. As of April 1, 2018, the TDS rate prescribed by the Government of India with respect to any prize money amount that is in excess of Rs. 10,000 (Rupees Ten Thousand) is 31.2% (thirty-one point two percent) of the total prize money amount. In case of any revision by the Government of India to the aforementioned rate in the future, the TDS will be deduced by the Company in accordance with the then-updated prescribed TDS rate. The winners will be provided TDS certificates in respect of such tax deductions. The winners shall be responsible for payment of any other applicable tax, including but not limited to, income tax, gift tax, etc. in respect of the prize money.

- The decision of the Company with respect to the awarding of prizes shall be final, binding and non-contestable.
- To the extent permitted by law, Company makes no representations or warranties as to the quality, suitability or merchantability of any prizes and shall not be liable in respect of the same.
- The Company may, at their sole and absolute discretion, vary or modify the prizes being offered to winners, and Company has no control over the same. Users shall not raise any claim against the Company or question its right to modify such prizes being offered, prior and after the closure of the Games.
- The winners shall bear all transaction charges levied for delivery of cash prizes.
- All prizes are non-transferable.

## K. Prevention of Collusion and Fraud

- We are committed to promoting fair play on our Ludo Brawl Platform.
- Our compliance team will track gameplay of all Users and strict action will be taken against any User(s) caught colluding. By agreeing to these Terms, you agree not to indulge in any unfair game practice that may provide undue advantage to you or any other User.
- In the event any User is found undertaking such activity on Ludo Brawl Platform, Company shall be entitled, at its sole and absolute discretion, to suspend or terminate such User's account. Company reserves the right to permanently block the account of the User involved in such activity. Any amounts deposited by such User on Ludo Brawl Platform shall stand forfeited. Company reserves the right to impose monetary penalties on Users found to be undertaking such practices on Ludo Brawl Platform.
- We reserve the right to withhold any necessary action, as it deems fit, against Users found indulging in unfair means. The action could include, inter alia, monetary penalties, temporary account suspension, redemption blocking and/or permanent account deactivation. Any User involved in violation of these Terms is liable for prosecution.
- Depositing and withdrawing without playing any or a reasonable amount of Game(s) is a
  violation of our fair play deposit and withdrawal policy. Consecutive deposits and
  withdrawals are considered as money laundering actions, which is not permitted on Ludo
  Brawl Platform. Any User found committing such an action is in violation of our fair play
  deposit and withdrawal policy and further to investigation is subject to a penalty fee.
- Any User deemed to be a fraud User for any reason, for example, found depositing or withdrawing from/to a fraudulent account, is subject to legal action from the Company's management including but not limited to the confiscation of the User's Account Balance and locking of the User's Account.
- Users caught dumping coins between accounts will be levied a minimum penalty of 40% of the coins dumped. Company reserves the right to permanently block the account and

forfeit the coins (including pending withdrawals) available in it if the User is found to be involved in any kind of malicious activity / unfair game play. If you suspect any User colluding in any game or involved in unfair practices, you can contact us via email us at support@ludobrawl.com.

 By using Ludo Brawl Platform, including any subdomains of Ludo Brawl Platform, or related top-level domains including mobile sites, apps, APIs, and widgets, and/or registering yourself with us, you authorize us or our representatives to contact you via email or phone call or SMS including third-party messaging apps to offer you our services including but not limited to impart product knowledge, offer/explain any promotional offers running on Ludo Brawl Platform and offers offered by third parties, for which reasons, personally identifiable information may be collected. Irrespective of the fact that you have registered yourself under DND or DNC or NCPR service, you still authorize us or our representatives to contact you by any means aforementioned for the abovementioned purposes or any other related purpose till the time you are registered with us or even after cessation of registration.

## L. Intellectual Property

- Ludo Brawl Platform includes a combination of Content created by Company, its partners, affiliates, licensors, associates and/or Users. The intellectual property rights (Intellectual Property Rights) in all software underlying Company and Ludo Brawl Platform and material published on Ludo Brawl Platform, including (but not limited to) Games, games software, advertisements, written Content, photographs, graphics, images, illustrations, marks, logos, audio or video clippings and flash animation, is owned by Company, its affiliates, partners, licensors and/or associates. Users may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content on Company either in whole or in part without express written consent from Company. Nothing in these Terms shall be construed to convey and the Users by virtue of these Terms shall not acquire any ownership or other interest or right in any intellectual property any of the materials or content on Ludo Brawl Platform.
- Users may request permission to use any Content by writing in to helpdesk at support@ludobrawl.com.
- Users are solely responsible for all materials (whether publicly posted or privately transmitted) that they upload, post, e-mail, transmit, or otherwise make available on Ludo Brawl Platform (Users Content). Each User represents and warrants that he/she owns all Intellectual Property Rights in the User's Content and that no part of the User's Content infringes any third-party rights. Users further confirm and undertake to not

display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights of any third party on Ludo Brawl Platform.

- Users agree to indemnify and hold harmless Company, its directors, officers, employees, affiliates and assigns from and against all costs, damages, loss and/ or harm including towards litigation costs and counsel fees, in respect of any third party claims that may be initiated including for infringement of Intellectual Property Rights arising out of such display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on Company, by such User or through the User's commissions or omissions. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you in which event you will assist and cooperate with the Company in asserting any available defenses.
- Users hereby grant to Company and its affiliates, partners, licensors and associates a worldwide, irrevocable, perpetual, royalty-free, non-exclusive, sub-licensable, license to use, store, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, and/or publish Users' Content for any of the following purposes:
  - a. Displaying Users' Content on Ludo Brawl Platform.
  - b. Distributing Users' Content, either electronically or via other media, to other Users seeking to download or otherwise acquire it.
  - c. Storing Users' Content in a remote database accessible by end-Users, for a charge.
- This license shall apply to the distribution and storage of Users' Content in any form, medium, or technology.
- The license shall not lapse due to non-use by Company whether under any provision of the Copyright Act, 1957 or any other law.
- All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on Ludo Brawl Platform belonging to any person (including User), entity or third party are recognized as proprietary to the respective owners and any claims, controversy or issues against these names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights must be directly addressed to the respective parties under notice to Company.

#### **M.** Testimonial Terms

Company may capture and obtain visual and/or audio recordings or performances, still
images of the User, and text provided by the User for the testimonial being provided
towards Ludo Brawl Platform (the results of which are the Recordings). The Recordings
provided by the User are voluntary and Company is the sole and exclusive owner of all
rights in and to the Recordings, and all elements thereof (including, without limitation,

the copyright thereto). Without prejudice to the above, the User grants to Company a perpetual royalty-free license, to publicly use, distribute, reproduce, create derivative works from, and perform/display the user's name, voice, likeness, appearance, biographical information, and other indicia of its identity as included in the Recordings and any excerpts or version thereof for their marketing, in any language, and without any geographical limitation. Companies may incorporate the recordings and any separate content (e.g., quotes, photos, videos, artwork, materials, etc.) to market their Ludo Brawl Platform and Services. The User also hereby waives any right to inspect or approve the finished matter based on the Recording that may be used now or in the future, whether that use is known to the user or unknown.

• Company is not obligated to use the Recordings if it so wishes. The User will not attempt to enjoin or otherwise impair Company's use of the Recordings that is in accordance with this Release.

## N. Third Party Sites, Services and Products

- Ludo Brawl Platform may contain links to other Internet sites owned and operated by third parties. Users' use of each of those sites is subject to the conditions, if any, posted by such third-party sites. Company does not exercise control over any Internet sites apart from Company and cannot be held responsible for any content residing in any third-party Internet site. Company's inclusion of third-party Content or links to third-party Internet sites is not an endorsement by Company of such third-party Internet sites.
- Users' correspondence, transactions/offers or related activities with third parties, including payment providers and verification service providers, are solely between the User and that third party. Users' correspondence, transactions and usage of the services/offers of such third party shall be subject to the terms and conditions, policies and other service terms adopted/implemented by such third party, and the User shall be solely responsible for reviewing the same prior to transacting or availing of the services/offers of such third party. User agrees that Company will not be responsible or liable for any loss or damage of any sort incurred as a result of any such transactions/offers with third parties. Any questions, complaints, or claims related to any third-party product or service should be directed to the appropriate vendor.
- Ludo Brawl Platform contains Content that is created by Company as well as content provided by third parties. Company does not warranty the accuracy, integrity, quality of the content provided by third parties and such content may not be relied upon by the Users in utilizing the Services provided on Ludo Brawl Platform including while participating in any of the Games hosted on Ludo Brawl Platform.

#### O. Privacy

• By using Ludo Brawl Platform and providing any of your personal information to Ludo Brawl Platform, You affirmatively consent and agree to comply with our Privacy Policy (link given above), guidelines and statements as may be applicable from time to time, which are incorporated into and forms an integral part of these Terms. If you do not agree to the terms of the Privacy Policy in its entirety or have objections to the use of your information, you may not access or otherwise use Ludo Brawl Platform or its Services.

## P. Disconnection and Technical Issues

- You understand and acknowledge that once a game has commenced, not being able to play due to slow internet connections, faulty hardware, technical failure due to customer's hardware, internet connection failure, low computer configuration or for any other reason not attributable to us does not require us to issue a refund of the participation amount you may have paid for participation.
- In case of any technical failures, server crashes, breakdowns, software defects, disruption or malfunction of service at our end, as a policy, we will cancel the Game(s) and refund the participation amounts after proper verification and no service fee will be charged for such Games and you accept that we are not responsible to you in all such cases. For any game, we have the right to cancel and refund the participation amount. In no case, other than a server crash, are we accountable for any of the User's disconnections from the server. We are also not liable for any prospective Winnings from any incomplete game.
- We do not hold any liability to any disconnection, lag, freeze or interference in the network on the User's computer or any other external networks.

# **Q. Enforceability**

 By registering, you are considered to have accepted and understood all the Terms herein and the relevant Game-specific rules and regulations. We recommend that you keep a copy of all transactions, gaming rules, cancellation and payment policies. Our failure or delay to act or exercise any right or remedy with respect to a breach of any of these Terms by you does not amount to surrendering or waiving our rights to act with respect to any prior, concurrent, subsequent or similar breaches.

#### **R. Disclaimer of Warranties**

 If any judicial or quasi-judicial body in India declares any of the provisions of these Terms to be unlawful, invalid, void or unenforceable for any reason, the validity and enforceability of the remaining provisions will not be affected. Any such inappropriate term or condition will be replaced with another term or condition that is valid and enforceable and is in most nearly with effect to the original invalid term. In such an event, the parties shall be obligated to construe and interpret the void, illegal or unenforceable provision with a valid, legal and enforceable provision in such manner that corresponds as closely as possible to Company's intent and objective in the void, illegal or unenforceable provisions.

- Company disclaims any and all warranties, expressed or implied, in connection with the underlying software of Ludo Brawl Platform, the Website and the Game(s), all of which are provided to the User as is.
- You agree that use of the Services and the access to Ludo Brawl Platform is at Your own risk. The Services including Ludo Brawl Platform, the Content, the Games and any other materials contained on or provided through Ludo Brawl Platform are provided "AS IS" and, to the fullest extent permitted by law, are provided without warranties of any kind, either express or implied. Without limiting the foregoing, Company does not make any warranties of fitness for a particular purpose, title, merchantability, completeness, availability, security, compatibility or non-infringement; or that the Services will be uninterrupted, free of viruses, malware or other harmful components, accurate, error free or reliable.
- No person affiliated or claiming affiliation with Ludo Brawl Platform has authority to extend such warranties.
- Without limiting the generality of the foregoing, to the maximum extent permitted by applicable law, we shall have no liability for any damages or injury caused, in whole or in part, by contingencies or issues beyond our reasonable control, including, but not limited to: the acts of third parties, errors in the Content or Ludo Brawl Platform, network failures, internet failures, software and hardware failures, viruses and other system attacks, labor stoppages, riots, acts of government or god, natural disasters, acts of terrorism, communication line failure, or theft, destruction of, unauthorized access to, alteration of or use of records.
- To the maximum extent permitted by applicable law, you hereby agree that you shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- The foregoing limitations shall apply regardless of whether (i) Liability or damage is alleged for breach of contract, tortious behavior, negligence, or under any other theory or cause of action, and/or (ii) The party against which liability or damages is sought was advised of the possibility thereof. For the avoidance of doubt, nothing in these Terms shall limit or exclude liability for (i) Death or personal injury caused by negligence; or (ii) Fraud.
- To the maximum extent permitted by applicable law, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms, Ludo Brawl Platform, or any part thereof, must be asserted within one (1) year after such claim or cause of action arose, or it shall be forever barred.

- You agree and acknowledge that the Company does not promise or ensure that you will be able to access your Account whenever you want. It is entirely possible that you may not be able to access your Account or Ludo Brawl Platform provided by Company at times or for extended periods of time due to, but not limited to system maintenance and updates.
- You agree and acknowledge that participation in the Games of skill hosted by the Company may result in financial loss to you. With full knowledge of the facts and circumstances surrounding the Game(s) hosted on Ludo Brawl Platform, you are voluntarily participating in the Game(s) and assume all responsibility for it and risk resulting from your participation, including all risks of financial loss. Company makes no guarantees, warranties, representations, or other promises relating to the game(s) and assumes no liability or responsibility for any financial loss that you may sustain as a result of participation in the Game(s).
- You will be solely responsible for any delay and/or damage to your computer systems or loss of data that results from the installation of any software on your computer and we expressly disclaim liability for any such failure and/or delay.
- You agree to assume the entire risk as to the results and performance of any software and/or Game(s) availed by you on Ludo Brawl Platform. As such, the result and performance among other things depends on your internet connection and hardware. You also assume the entire cost of all servicing, repair and/or correction of your hardware when you access, download or execute software or Game(s) available on Ludo Brawl Platform. We explicitly disclaim liability for any delay or failure to perform resulting from installation of any software on your computer.
- You specifically acknowledge, agree and accept that we are not liable to you for: (i) The defamatory, offensive or illegal conduct of any other User or for anything that turns out to be misleading, inaccurate, defamatory, threatening, obscene or otherwise illegal whether originating from another User or otherwise; (ii) Any loss whatsoever arising from the use, abuse or misuse of your Account on our Ludo Brawl Platform; (iii) Any loss incurred in transmitting information from you to our Ludo Brawl Platform by the Internet or by other connecting media; (iv) Any technical failures, system breakdowns, defects, delays, interruptions, manipulated or improper data transmission, loss or corruption of data or communications' 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 Ludo Brawl Platform; (v) The accuracy, completeness or currency of any information services provided or any statistics shown on Ludo Brawl Platform.

# S. Indemnification and Limitation of Liability

• You clearly understand and agree that Company shall under no circumstances (including, without limitation, in contract, negligence or other tort), be liable for any direct, indirect,

ancillary, special, incidental, consequential or exemplary or punitive damages. This includes, but is not limited to injury, claim, loss of data, loss of income, loss of profit or loss of opportunity, loss of or damage to property, damages for monetary loss, goodwill, use, data or other intangible loss (even if Company has been advised of the possibility of such damages), resulting from or arising out of the use of or the inability to use the Platform, even if we have been advised or become aware of the possibility of such damages or loss or that such loss was foreseeable.

- You agree to indemnify us and each of our respective general and limited partners, Users, shareholders, directors, officers, employees, agents, representatives, vendors and business partners harmless from and against any and all claims, liabilities, obligations, losses, costs or debt, damages and expenses (including attorneys' fees and court costs) arising out of or relating to:
  - Breach of these Terms, in tort (including negligence) third party claims or liabilities arising against Company out of such a breach, based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms.
  - Your use of Ludo Brawl Platform in any matter that is contrary to applicable laws, with an intent to deceive, defraud cheat, mislead or solicit any business, monetary or non-monetary consideration or information from another User.
  - Your breach of any applicable laws or governmental or judicial order which applies to your use of Ludo Brawl Platform from a specific geography.
  - Your use of Ludo Brawl Platform, including but not limited to your posting, use of, modification or interaction with any content on Ludo Brawl Platform.
  - Any unauthorized, improper, illegal or wrongful use of your Account by any person, including a third party, whether or not authorized or permitted by you.
  - Your User Content.
  - Use by any other person accessing Ludo Brawl Platform using your username or password, whether or not with your authorization.
  - The use by us of information provided by you through our Ludo Brawl Platform.
- This indemnification obligation will survive the expiry or termination of these Terms and your use of Ludo Brawl Platform.
- There could be instances where the Company is not able to receive prompt updates about the change in applicable laws of your place of stay. It is your obligation to ensure that any activities you engage on Ludo Brawl Platform are legal as per the applicable laws. You agree to indemnify and hold harmless, Company or its Ludo Brawl Platform, from any claim, demand, damage, or loss whatsoever coming out due to your non-compliance with the laws of your jurisdiction.

#### T. Termination

- We may change, suspend or discontinue any aspect of Ludo Brawl Platform at any time, including the availability of any Ludo Brawl Platform's feature, database, or Content. We may also impose limits on certain features and services or restrict your access to parts or Ludo Brawl Platform, without notice or liability at any time in our exclusive discretion, without prejudice to any legal or equitable remedies available to us, for any reason or purpose. However, under normal circumstances, we will only do so where there has been conduct that we believe violates these Terms or other rules and regulations or guidelines posted on Ludo Brawl Platform or conduct which we believe is harmful to other Users, to our businesses, or other information providers.
- Upon any termination of these Terms, you shall immediately discontinue your use and access to Ludo Brawl Platform and destroy all materials obtained from it. You hereby agree and consent to the above and agree and acknowledge that we can, at our sole discretion, exercise our right in relation to any or all of the above and that we shall not be liable in any manner of the same; and you agree, acknowledge and consent to the same.
- You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, grant of license, governing law and jurisdiction, and confidentiality shall survive the efflux of time and the termination of these Terms.

#### U. Agreements with Escrow Agent, as applicable

• Company shall enter into separate agreements with Agent/s for regulating their inter-se contractual obligations to give effect to these Terms from time to time, as it considers appropriate and necessary in its sole discretion. The Users are not and shall not be regarded as beneficiaries of such agreements. The Users shall have no privity of contract in connection with such agreements with the Company and Agents.

#### V. Publicity

Acceptance of a prize by the Winner constitutes permission for Company, and its affiliates
to use the winner's name, likeness, voice, and comments for advertising and promotional
purposes in any media worldwide for purposes of advertising and trade without any further
permissions or consents and/or additional compensation whatsoever. The winners further
undertake that they will be available for promotional purposes as planned and desired by
the Company without any charge. The exact dates remain the sole discretion of the
Company. Promotional activities may include but not be limited to press events, internal
meetings and ceremonies/functions.

#### W. Dispute Resolution

- In case you have any grievances with respect to Ludo Brawl Platform or the Services, You can send us an email to the grievance officer at support@ludobrawl.com (hereinafter referred to as Nodal Officer and Grievance Officer). We reserve the right to replace the Nodal Officer at any time without any notice or intimation to you. You can directly escalate any disputes to our management team by contacting the Nodal Officer.
- Subject to the clauses below, the courts of competent jurisdiction at Karnataka shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with Ludo Brawl Platform provided by Company (including the games, construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Users), as well as the exclusive jurisdiction to grant interim or preliminary relief in case of any dispute referred to arbitration as given below. All such issues and questions shall be governed and construed in accordance with the laws of India.
- In the event of any legal dispute (which may be a legal issue or question) which may arise, 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 seat and venue of arbitration shall be Karnataka, India. 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. The parties shall mutually appoint a sole arbitrator.
- The arbitration award will be final and binding on the parties, and each party will bear its own costs of arbitration and equally share the fees of the arbitrator unless the arbitral tribunal decides otherwise.
- The arbitrator shall be entitled to pass interim orders and awards, including the orders for specific performance and such orders would be enforceable in competent courts of Karnataka, India. The arbitrator shall give a reasoned award.
- Nothing contained in these Terms shall prevent Company from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard its 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 courts of competent jurisdiction at Karnataka, India to grant the same. The pursuit of equitable or injunctive relief shall not constitute a waiver on the part of Company to pursue any remedy for monetary damages through the arbitration described herein.

#### X. User Balances

• The User hereby consents to the transfer of his/her gameplay money balance(s) from the bank account of the existing escrow agent to a single nodal account (by whatever

nomenclature, for the pooling of such gameplay money balance(s)) operated by any third party, Agent or an external escrow agent appointed by Company, and such gameplay money balance(s) shall be utilizable by the User on Ludo Brawl Platform.

Not with standing anything contained in these Term or any other policies, but subject to applicable law, Users agree and acknowledge that should the User Account remain inactive for a period of [12 (twelve)] months, Company will transfer such amount in the User's gameplay money balances to a reserve account maintained by Company (Reserve Account) from which the User may claim such gameplay money balances, subject to the User's consent to additional KYC and user identification measures for claiming amounts from such Reserve Account. Company will notify the User of the existence of such unused balance and the transfer thereof 45 (forty-five) days prior to the date of expiry of the wallet amount by way of SMS, email, or call. The User agrees that if the User does not use the Services or utilize the gameplay money balances or request for a refund (where applicable), during such notice period then he/she consents to the transfer of the amount in the gameplay money balances, which shall be utilized by Company for spreading awareness on safety measures and best practices for online gaming.

By agreeing to these Terms you agree to (i) these terms, (ii) the Privacy Policy and (iii) any other policy or terms provided by the Company.