

Terms and Conditions

All products and/or services relating to the games (collectively "Services") provided to you ("You or "Player") and offered by vocabpoker and/or its affiliates, subsidiaries, associates, and partners (hereinafter referred to as "We" or "Us" or "Vocabpoker" or "Vocab poker" or "Our") through the website www.vocabpoker.com (hereinafter referred to as the "Website") or the app <https://play.google.com/store/apps/details?id=vocabpoker.com.myapplication> (hereinafter referred to as the "app") and the usage of the Website or app by You are subject to these Terms of Service (here in after referred to as the "Terms") provided by Vocab Poker Enterprises (the "Company") through www.vocabpoker.com (the "Site") and <https://play.google.com/store/apps/details?id=vocabpoker.com.myapplication> (the "app"). Also, we do not entertain any refund or cancellation.

THESE TERMS SHOULD BE READ BY YOU (THE "USER" OR "YOU" OR "YOUR" OR "PLAYER") IN THEIR ENTIRETY PRIOR TO YOUR USE OF THE SERVICES.

You may note that if any single term mentioned in our terms of Service is found out to be either unlawful or enforceable or becomes determined to be invalid or voidable or void for any ground by either bodies of judicial or quasi-judicial around the globe, it will not be by any means affect the enforceability and validity of our mentioned Terms of Service.

By registering, you are deemed to have accepted and understood all the Terms. We recommend that you print out (or save to file) all transaction records, rules of play, cancellation policies, and other policies.

If you do not wish to adhere to our Terms of Service or any of our future changes or modifications in our terms, you may opt to cease the use of any feature of our website or app along with any services that we offer. You can send an email to us and file a request to close your account.

I. **ACCOUNT CREATION: USER ACCOUNT, PASSWORD AND SECURITY**

1. You are required to register initially to avail of the Services and to start playing the games. This will include providing Vocabpoker with your current, complete, and accurate information as may be required by Vocabpoker.
2. Click on the "Sign in with google or Log in with facebook or Guest login with app or Login as guest" button on the home page of our app or website to Sign in or sign up with us.

Note: By Signing up or signing in with us on our app or website confirms your acceptance of our Terms and Conditions.

3. After you have registered on our website or app, it is your sole responsibility to make sure that you do not share your passwords with anybody, like friends, family members, third party, etc. Vocabpoker will not be liable for any loss that you may incur as a result of any unauthorized use of your account by another or as a result of someone else using your password or account, either with or without your knowledge.
4. You are required to furnish information like a "Log-in" name (or user name), password and a valid email address. Your Log-in name must be unique and cannot be vulgar or otherwise offensive (as determined by vocabpoker at its sole discretion). It shall not infringe any trade mark or other proprietary rights of a third party. Your Log-in name can only be used in accordance with these Terms

and/or other applicable agreements. We suggest that you use a unique Log-in name and a unique and secret password.

5. You are required to treat fellow players with respect and courtesy throughout your use of the Website or app. In the event it is found by Us, or a complaint is received by Us from your fellow players, to the effect that You have been offensive and / or abusive towards Your fellow players, We shall be fully entitled to cancel, suspend or terminate Your account

II. ACCOUNT VALIDATION:

1. Vocabpoker reserves the right to validate players' accounts. These attempts may be made via phone call or email.
2. We reserve the right to stop players from logging in into the Website or app, if the validation is unsuccessful.
3. You may be required to provide proof of your identification at any given time. The information provided is kept confidential and can be used only for internal purposes to confirm the authenticity of the account created.

III. CONTENT AND SOFTWARE:

1. Vocabpoker shall be the owner or authorized user of all content and material on the Website including but not limited to information, images, marks, logos, multimedia clips, animation, games and software (collectively referred to as "Content, other than personal information of Users posted by them in order to avail of the Services. ").Content posted by Vocabpoker may be protected by applicable intellectual property laws.
2. Vocabpoker is the owner or authorized user of all software programs forming part of the Website (www.vocabpoker.com) and app (<https://play.google.com/store/apps/details?id=vocabpoker.com.myapplication>) . You acknowledge that you may only make use of the Website and app for the purpose of availing of the Services and not for any commercial purposes or for Your profit (other than through the Services). Provision of the Services shall not be deemed to provide you with a license to use the software embedded in the Website or app for any purpose other than to avail of the Services. You shall not have any right to reverse engineer, disassemble, decompile, use for purposes unconnected with the Services or otherwise interfere with the working of such software.

IV. PRODUCT OFFERING:

Single player, Multiplayer and Play with friends (written as "with friends") are three different types of gaming sections available on our website and app with following terms and conditions:

- a. Practice rounds of single player are conducted to familiarize players with various words and rules of vocabpoker table. You understand and agree that if you win a single player round, you do not receive any credit.
- b. In absence of online player in multiplayer game of vocabpoker, you will be asked to play against bot. In that case you give us your full consent and agree our terms and conditions.
- c. You may not hold vocabpoker responsible for not being able to play a round for which you may be eligible. This includes but is not limited to situations where you are unable to log into your account, due to your account being under validation or you being in violation of any Terms or there being any disruption from your internet service provider.
- d. Some Section may require you to pay for minimum credits to enter in it, as mentioned on gaming app and website.

- e. The amount of Buy In or membership fee may differ for different sections at the sole discretion of vocabpoker.
- f. Any applicable tax, levy or cess for any purchase which you may make will be borne by you.
- g. Your participation in different sections of the game made available on the website or app which require You to pay "Buy In" or membership fees is subject to the additional following terms and conditions:
 - i. You must be 18 years of age or above to participate in paid Section of the game, Game offered on vocabpoker and must truthfully state your age while registering with us. We absolutely prohibit minors or those underage from participating in any of the paid section of the game. We reserve the right to ask for proof of age from you and suspend your account without notice until satisfactory documentation is provided.
 - ii. All transactions for all payment section and games will be calculated in US Dollar or Indian Rupee.
 - iii. Once you register on Our Website or app, We shall maintain an account for you to keep a record of all your transactions with us. Payment of Buy In/membership fees for any section of the game has to be made through your account.

NOTE: In the event of any violation of the above, we reserve the right to fully investigate the matter, if necessary report the matter to appropriate authorities, and close your account without any prior notifications.

- iv. When You make a payment on the Website or app using any of the available modes of payment, Your payment is processed by a third party payment gateway and any information entered by You in this regard on such gateway is not visible to Us.
 - v. You also understand and agree that a payment made through any mode of payment available on the Website or app may be rejected by the payment gateway for reasons independent from our own. You acknowledge and agree that vocabpoker is not liable for any such non-processing or rejection of the payment for reasons not attributable to or beyond the control of Vocabpoker.
 - vi. Vocabpoker advises you to play responsibly on the Website or app. Vocabpoker may therefore, from time to time, place restrictions on the amount of credits you can add to Your Vocabpoker account, which you can use to play various games hosted on the Website or app.
 - vii. You understand and agree that we have the right to cancel a transaction at any point of time solely according to our discretion, without assigning any reasons. In the event that you have made any payment for which you have received no benefit, the transaction will be reversed and the money would be credited back to your payment instrument.
 - viii. We do not entertain any refund or cancellation.
-
- h. Your participation in games available on the Website or app and any prize(s) You may win in the games signifies that You agree and consent to the following:
 - i. Your registration on the Website is restricted to a single user account, which will be used by you to avail of the Services provided on the Website or app.
 - ii. You are prohibited from creating or using multiple user IDs for registering on the Website. If we have reason to believe that you have created multiple user IDs, We reserve the right to suspend your account(s) until we have investigated the matter and have received adequate supporting documents from you. We reserve the right to close all the additional accounts created by you and

forfeit all the credit balances present in your multiple accounts. In addition, We reserve the right to ask for verification documents from You.

- iii. You undertake to participate in the games as an individual player.
- iv. Formation of teams and collusion between you and any other user(s) for participating in games organized on the Website or app is expressly forbidden and will result in us cancelling the relevant accounts and debarring access to the Services for all users, who are members of such teams or have taken part in such collusion. By accepting the Terms, You agree that you will not play the games in partnership or by forming a team or by communicating with other players which may give undue benefit to you or other players. In case you are found to be involved in such activities, we reserve the right to withhold all the funds in your account and make investigations to ascertain the extent of undue benefit derived by you and such others and to cancel and close your account without any communication to you.
- v. You undertake that you yourself will play in all games in which you have registered, and not use any software programs, bots, devices or any other form of external assistance to play. Any attempt to employ any such external assistance will result in you being debarred from further participation, cancellation of your registration with us, and possible forfeiture of your cash balance.
- vi. You agree and acknowledge that we will take all steps necessary to determine whether your participation is in accordance with the Terms laid down herein.
- vii. We may debar you from participation in any game organized by us, suspend Your account, prohibit Your access to the Website and withhold any prizes that You may have won, should We have reasonable grounds to suspect that: You have indulged in any fraudulent activity; or have registered or have availed of the Services provided on the Website using multiple user IDs or you have breached any of the Terms.
- viii. In the event of a disagreement or dispute between you and any other user(s) in a game, our decision shall be final and binding on you and the other user(s).
- ix. We do not take any responsibility for who You are matched up against in a game or at any time during which a game is in progress. The matching is done based on predefined and random computer generated criteria, which apply uniformly to one and all playing on the Website. As a result, it is not within our control to match specific players against each other.
- x. You agree and acknowledge that we shall not be responsible for whom you play within a game and that you will not request a change to or reversal of the outcome of the game based on the identity of your opponents or other players.

V. Service Charge and Service Tax:

- 1. The current service charges for the buy-in/entry fees you pay to open a section or levels in games available on our website or app are: 10-15 %.
- 2. The service charge levied is subject to change from time to time and we shall post notice of the same as soon as is feasible. We reserve the right to levy service charge at different rates for different cash tournaments/games organized by us.
- 3. In addition, we may charge service tax with applicable levies on our Services to the Users as mandated by applicable laws.

VI. Invite friend:

- 1. You may invite a friend, acquaintance, or any other person to use the Services available on the Website or app by clicking the appropriate links given in the Website or app. Just choose your email provider or social networking site(s) and invite your friends to join Vocabpoker.

VII. Player Responsibilities:

1. You are held legally responsible and liable for all of your activities on the Website or app from Your Log-in account (or user ID).
2. By viewing or using the Website or app or availing of any Services including multi-player games, or using communication services including but not limited to chat rooms, email services or any other real time or non-instant messaging facility provided by the Website.
3. Players acknowledge that they may be exposed to content posted by other users which they may find offensive, objectionable or indecent and that vocabpoker may not be able to prevent such content being posted.
4. Players are requested to bring such content posted by other users to our notice that they may find offensive, objectionable or indecent. Vocabpoker shall remove or act upon such information in the manner as provided in paragraph above or as it may deem fit.
5. The decision taken by the management on this regard shall be final and binding on the Player and the Player specifically agrees that vocabpoker will not incur any liability under any circumstance whatsoever regarding the same.
6. You understand and agree that We do not take any responsibility and will not be liable for any consequence that might arise as a result of You sharing Your personal information or any other information through Our communication services including but not limited to game chat, email services, or any other real time or non-instant messaging facility provided by the Website.
7. You understand that it is your responsibility to protect the information you provide on the website including but not limited to usernames, passwords, email addresses, contact details, and telephone numbers. You specifically understand and agree that we will not incur any liability for information provided by you to anyone which may result in your account on the Website being exposed or misused by any other person or any other harm or loss being suffered by you.
8. You are liable to comply with any applicable law, while taking part in any game organized through the Website. You undertake and agree to indemnify us against any claims, expenses or liabilities suffered by or claimed against us by any person or entity arising out of your non-compliance with any applicable laws.
9. You also understand and accept that your mere participation in a game/tournament available on the Website or app does not create any obligation on us to give you a prize.
10. Your winning credits are entirely dependent on your skill as a player vs other players(bot or online player/ players) in the game and subject to the rules of the game. To learn more about the rules, please visit how to play section on vocabpoker. Please read the same thoroughly before proceeding to participate in any game available on the Website.
11. You acknowledge that your participation in any game available on the Website or app is purely voluntary and is at your sole discretion and risk.
12. You understand and acknowledge that once a game has commenced, you're not being able to play due to slow internet connections, faulty hardware or for any other reason not attributable to us does not entitle you to a refund of the credits you may have paid for participation.
13. You agree, understand and acknowledge that you will use your account with us solely for the purpose of playing on the Website or app and for any other transactions with us which you may have to carry out with respect to your usage of the Services.
14. Use or attempted use of your account with us for any reason other than as stated above will result in immediate termination of your account and forfeiture of any prize, bonus, or balance accrued to you or in your account. Additionally, we reserve the right to bar you from future registration or participation on the Website.
15. You understand and acknowledge the fact that we are neither a bank nor a financial institution credit in your account do not accumulate any interest. You also understand and agree that your account

maintained with us is purely for the purpose of payment of the entry/subscription fee to participate in games made available on the Website or app and for purchase of vocab poker card games.

16. You understand and agree that you cannot transfer any sum from your account with Us to the account of another subscriber / player / registrant on the Website or app.
17. You understand that the Internet may be an unreliable medium and it is possible that you may not be able to play on the Website or app due to technical reasons. You acknowledge and agree that vocabpoker is not liable for any downtime, server disruptions, lagging, or any technical disturbance during your usage of the Services.
18. You further understand, acknowledge and agree to the fact that if You are unable to play in single player , multiplayer or play with friend games with all features(powers, credits and membership benefits) after payment for items like powers/credits/membership or if a game is unable to be completed due to any error or omission attributable to vocabpoker, Your remedy is limited either to:
 19. A refund of the amount of Membership fee, which You actually paid;
 20. A refund of the amount for items that you actually purchased through In-app purchases.
21. Note: If you have registered your problem request within 15 days of payment, then only we will proceed with your refund process. Otherwise, we have every right to reject your request.
22. You understand and agree that if a game is unable to be completed for any reason other than a reason attributable to vocabpoker's error or omission, vocabpoker shall not be liable for any claim that You may have for potential credits.
23. You agree that under no circumstances shall vocabpoker be liable to pay you any amount over and above the membership fee.
24. You agree that under no circumstances shall vocabpoker be liable to pay you any amount over and above the amount you have paid during In-app purchases.

Note: If you have registered your problem request within 15 days of payment, then only we will proceed with your refund process. Otherwise, we have every right to reject your request.

VIII. **Restrictions on players:**

1. You shall not Yourself or through a third person or through any automated program commit any act, implied or express, which violates any intellectual property right including copyright and trademark rights in any Content. You may not reproduce any of the Content on the Website or app without obtaining specific written permission from us. You shall not post, distribute, or otherwise make available or transmit any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to: (a) copyright, patent, trademark, or other proprietary rights; (b) right of privacy (specifically, You must not distribute another person's personal information of any kind without their express permission) or publicity; (c) any confidentiality obligation.
2. You shall not frame the Website or App. You shall not impose editorial comments, commercial material, unsolicited information or emails or any information on the Website or app, or alter or modify Content on the Website or app, or remove, obliterate or obstruct any proprietary notices or labels.
3. You shall not use the Content on the Website or app for commercial purposes including but not limited to use as or in a cyber cafe, computer gaming center, network play over the Internet or through gaming networks or connection to an unauthorized server that copies the gaming experience of the Website or app.

4. You shall not advertise or sell any products, services or otherwise (whether or not for profit), or solicit others or use the forum of the Website for commercial purposes of any kind.
5. You agree that You will not post or transmit through chat/community rooms or in any manner on the Website or app any defamatory, threatening, obscene, harmful or pornographic material or material which would violate or infringe in any way upon the rights of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause offense, distress or inconvenience or which do not comply with all relevant laws.
6. You will not upload, distribute, or publish through the Website or app, content which may contain viruses or computer contaminants (as defined in the Information Technology Act, 2000 in force in India and as may be amended from time to time) which may interrupt, destroy, or limit the functionality or disrupt any software, hardware, or other equipment belonging to Us or that aids in providing the services offered by vocabpoker.
7. You shall not, through any service or facility including any instant or non - instant messaging facility provided by the Website, promote the Services of any third party including websites which may be providing Services similar to vocabpoker.
8. You shall not intentionally disrupt other users or discussions by repeatedly posting the same message or through excessive posts.
9. You may not impersonate another person or user, attempt to get a password, other account information, or other private information from a user, or harvest email addresses or other information. In the event we have reasonable grounds to believe that your actions include any of the acts specified above, We may initiate appropriate legal proceedings against You as well as notify the relevant regulatory or law enforcement authorities where appropriate, apart from suspending or terminating Your privileges for the use of the Website.
10. You may not host, intercept, emulate or redirect proprietary communication protocols, if any, used by the Website regardless of the method used, including protocol emulation, reverse engineering, modifying the Website or any files that are part of the Website or app.
11. You may not add unauthorized components, create or use cheats, exploits, bots, hacks or any other third-party software designed to modify the Website or app or use any third-party software that intercepts, mines or otherwise collects information from or through the Website or through any Services. You may not upload or post any content on the Website other than content that you are required to post or upload in order to avail of the Services.
12. You may not purchase, sell, trade, rent, 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 the Website or app or by using any Services.
 - **NOTE:** In addition to the right to initiate appropriate legal proceedings against you as well as notify the relevant regulatory or law enforcement authorities, We reserve the right to remove and delete any objectionable material and content from the Website.

PLAYER REPRESENTATIONS:

Players are required to undertake that they will not allow any other person to play from their accounts or using their user name and password.

Players are expected to understand and agree that they are solely responsible for all content posted, transmitted, uploaded or otherwise made available on the Website or app by them.

Players certify that they own the intellectual property rights in all such content.

Each Player specifically agrees to indemnify, save and hold harmless and defend Us (to the extent of all benefits and awards, cost of litigation, disbursements, and reasonable attorney's fees that We may incur in connection therewith including any direct, indirect or consequential losses, any loss of profit and loss of reputation) from any claims, actions, suits, taxes, damages, injuries, causes of action,

penalties, interest, demands, expenses, and/or awards asserted or brought against Us by any person claiming infringement of their intellectual property rights by that Player.

By submitting content to the Website or app, each Player agrees to grant Us a royalty-free, world-wide, non-exclusive, perpetual, and assignable right to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, transmit, distribute, publicly display, and publicly perform such Content (other than user names and passwords of Players) and to use such Content in any related marketing materials produced by Us or Our affiliates.

Players understand that they do not obtain any rights, legal or equitable, in any material incorporating the Content.

Each Player declares that he/she shall not assert any moral rights in the Content at a later date.

Each Player acknowledges that vocabpoker shall not be responsible for the telecommunications networks and internet access services required for access to and use of the Services.

Players agree that the use of the Services is at their sole option, discretion and risk.

Account Closing / Suspension / Termination:

You are free to discontinue your use of the Website or app at any time by intimating Us of Your desire to do so by an email sent to us at "vocabpoker286@gmail.com". We don't give any cash against vocabpoker's credits.

We may discontinue your registration with the Website or app, suspend or terminate your access to the Services at our sole discretion at any time without giving you prior notice, in the event that we have reasonable grounds to believe that you are in breach of any of the Terms specified herein.

You agree that, subject to applicable law, you may be liable to forfeit any credit lying in your account with Us in the event of any breach of these Terms. Without prejudice to the aforementioned facts, we may also initiate appropriate proceedings against you in accordance with applicable laws.

Vocabpoker reserves the right to bar you from using the Website if we have reasonable ground to believe that you have provided access to your account to someone other than yourself or that you have created an account for the purpose of allowing someone other than yourself to play on the Website using the account created.

We reserve the right to bar You from using the Website, if We have reasonable ground to believe that You may have intentionally impersonated another individual by providing details which are not Your own while registering on the Website. We further reserve the right to initiate civil and/or criminal proceedings against you for such impersonation and misuse of another individual's personal or financial information on Our Website by You.

Vocabpoker reserves the right to suspend and/or terminate Your account or access to vocab poker credits in it for a number of reasons which Vocabpoker may deem fit, including but not limited to the following:

- a. Where, We have reasons to believe that the security of Your account has been breached; or
- a. Your account is being used for any unlawful activity or fraudulent purpose (including money laundering); or
- b. if there have been charge-backs on Your account; or
- c. if We have reason to believe You are involved in collusion or cheating of any kind; or
- d. Engaging in unfair play with our white label partner sites through one or multiple accounts. or
- e. You are under 18 years of age; or
- f. You are in a jurisdiction that renders the provision of Our Services to You or Your use of them illegal.

If You provide information which is not truthful to the best of Your knowledge, incorrect information or conceal relevant information regarding Your address/residence, thus violating the Terms, or in case We have reasonable grounds to believe that You have provided incorrect information and are playing from locations where playing tournaments as available on the Website or app is not permitted, We reserve the right to immediately and without further notice to You, terminate Your account with Us .

Fraudulent activity shall include:

- a) Using credit card(s), debit cards, net-banking usernames, passwords, authorization codes, prepaid cash cards, mobile phones not belonging to You or without permission of the owner of the above mentioned instruments to make payments,
- b) Impersonating another person; or
- c) Accessing another User's account without authorization.

In case of termination of your account due to your breach of these Terms, We may retain the vocabpoker credits in your account if entitled to do so till the end of due legal process for mitigation of the fraud. This will be without prejudice to other statutory proceedings, We may initiate in accordance with the appropriate law currently in force in India.

- **Note:** We will try and complete any investigations and deal with the cause of any suspension as soon as practicable in the context of any legal or regulatory obligations that We may have but until that is done, We may continue suspension or opt to close the account at Our sole discretion. We can also put a suspension in place or close your account at any time (as we may determine at our discretion). The decision of vocabpoker's management is final and binding in case of any disputes.

Modifications and Alterations:

Vocabpoker reserves the right to alter or modify these Terms at any given time without giving prior notice to you. Your use of the Website or app and/or any Services offered constitutes your unconditional acceptance of these Terms.

Vocabpoker reserves the right to suspend, add, modify or discontinue any or all Services available on the Website at our sole discretion at any time without giving you prior notice.

In such an event, you agree and acknowledge that we will not incur any liability in this regard, either to you or any third party.

GOVERNING LAW; DISPUTE RESOLUTION; JURISDICTION:

All legal disputes will be carried out in Indian Penal Court, Kanpur, Uttar Pradesh and the decision will be deemed final. The Terms shall be governed and interpreted by, and construed in accordance with the laws of India. All disputes, differences, complaints etc., shall be subject to arbitration under the (Indian) Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be kanpur,uttar pradesh, India and the language of arbitration shall be English. Arbitration shall be conducted by a sole arbitrator to be appointed by Vocab poker Enterprises and the concerned Player.

Subject to the arbitration agreement above, all disputes, complaints, differences etc. shall be subject to the exclusive jurisdiction of the courts at Kanpur, Uttar Pradesh, India.

Disclaimer: People from many jurisdictions access the internet. We endeavor to stay current with the laws in every jurisdiction; however, there may be instances where, We do not receive prompt updates for every such jurisdiction. Please make sure that any activities you engage on the Website or app are legal where you live.

Note:

The Terms and Privacy Policy shall be interpreted in accordance with the laws of India.

Any dispute, controversy or claim arising out of the Terms or Privacy Policy shall be subject to the exclusive jurisdiction of the civil courts at Kanpur.

Indemnity

- To the extent permitted by law, and in consideration for being allowed to participate in the Activity, you hereby agree to indemnify, save and hold harmless and defend us (to the extent of all benefits and awards, cost of litigation, disbursements and reasonable attorney's fees that we may incur in connection therewith including any direct, indirect or consequential losses, any loss of profit and loss of reputation) from any claims, actions, suits, taxes, damages, injuries, causes of action, penalties, interest, demands, expenses and/or awards asserted or brought against us by any person in connection with:
- Infringement of their intellectual property rights by your publication of any content on our Website.
- defamatory, offensive or illegal conduct of any other player or for anything that turns out to be misleading, inaccurate, defamatory, threatening, obscene or otherwise illegal whether originating from another player or otherwise;
- use, abuse or misuse of your user account on our Website in any manner whatsoever;
- any disconnections, technical failures, system breakdowns, defects, delays, interruptions, manipulated or improper data transmission, loss or corruption of data or communication lines failure, distributed denial of service attacks, viruses or any other adverse technological occurrences arising in connection with your access to or use of our Website; and
- Access of your user account by any other person accessing the Services using your username or password, whether or not with your authorization.