

TERMS OF USE

THIS AGREEMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS/DOCUMENTS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OR INFORMATION) RULES 2011. THIS IS A COMPUTER-GENERATED ELECTRONIC RECORD AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. TERMS AND CONDITIONS MENTIONED IN THE AGREEMENT ARE A BINDING CONTRACT BETWEEN SAKAYIKA ENTERTAINMENT LLP AND USERS. BY CONSENTING, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE EFFECTIVE AND SHALL GOVERN THE RELATIONSHIP BETWEEN SAKAYIKA ENTERTAINMENT LLP AND USERS FOR SERVICES THROUGH THE APPLICATION. IF THESE TERMS CONFLICT WITH ANY OTHER DOCUMENT/RECORDS, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL UNLESS AND UNTIL FURTHER CHANGE/MODIFICATIONS NOTIFIED BY SAKAYIKA ENTERTAINMENT LLP.

BY ACCEPTING THE TERMS OF USE, YOU CONSENT TO BE CONTACTED BY GAME OF HANDS VIA CALLS/SMS/EMAILS/CHAT AND YOUR REGISTRATION TO APPLICATION OVERRIDES ANY DND SUBSCRIPTION AND/OR SIMILAR SUCH OTHER SERVICE.

1. INTRODUCTION –

Welcome to Games of Hands, a mobile application that is absolutely owned and operated by Sakayika Entertainment LLP an LLP registered under the laws of India, that provides a digital application allows Users to play various card games including 7-8, 5-3-2 and Mendicot, under the brand name Game of Hands (hereinafter referred to as “Game of Hands”, which expression shall unless repugnant to the context thereof, include its successors and assigns).

If You (“You/Yourself/User/Player”) download and use this Application, You are agreeing to comply with and be bound by these terms and conditions for use of the Application (“Terms of Use”), which together with our privacy policy (“Privacy Policy”) govern this Games of Hands’s relationship with You. If You disagree with any part of these Terms of Use, You may not use this Application and the Services provided through this Application and uninstall the Application.

For the avoidance of doubt, it is clarified that these Terms of Use and Privacy Policy shall apply to all the Services, whether offered by Game of Hands or its affiliates.

2. DEFINITIONS –

“Applicable Laws” shall mean all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board or court in India.

“Application” shall mean mobile application named Games of Hands owned, operated and managed by us.

“Sakayika Entertainment LLP”; “us”; “we”; “our” shall mean Limited Liability Partnership registered under Limited Liability Partnership Act, 2008, having its office at Flat No-73, Dhanishtha Bldg, Tarangan Tower-1, Mangal Pandey Marg, Thane (West), 400606 Maharashtra.

“Services” shall mean offering of various gaming services including 7-8, 5-3-2 and Mendicot through Application and such other services offered by the Application from time to time.

“User(s)” or “Player(s)” or “you” or “your” or “yourself” shall mean individuals who download the Application through IOS/Android devices.

3. REGISTRATION –

You can download the Application via Android Play Store/iOS App Store to register and create a profile. You agree that at the time of registration, the information provided by you should always be accurate, correct and complete.

As a Player, you can download the Application onto your device and start playing by creating an account using your Google Play email or app store id. You may be allowed to create an account using social media handles or through other options provided by the Application. You may be allowed to play as a guest without creating an account in future updates. Registration shall be free of cost and upon registering, such registered Player(s) can customize their username or any other customizations that may be available for registered Players in the Application.

We will not ask you to share your debit card/credit card number, CVV, expiry date, pin, password, login id, PAN, Adhaar number, OTP etc. with anyone and any act so done would be entirely at your sole responsibility, and Game of Hands absolves itself of any indemnification as a result of this act. In addition to in-app purchases facilitated by the App Store or Google Play, we may introduce future features utilizing third-party payment services accessed through a web browser. Your use of such services will be subject to the terms and conditions of such third party.

Compliance: You shall be responsible to strictly comply with laws, rules and regulations, policies and guidelines related to online gaming issued by concerned governmental authorities etc. as may be applicable from time to time in force.

4. SERVICE DESCRIPTION –

- (i) We provide a mobile application for playing various card games on Android and iOS devices, offering Users the opportunity to play in both modes i.e. single player and multiplayer.
- (ii) All games offered in the Application are made available on the basis that they do not constitute betting or gambling under the Applicable Laws.
- (iii) Users can enjoy all games free of charge without any registration or subscription fees.
- (iv) To be eligible to use the Service you must be of age 12 years or more. We reserve the right to change, modify, add or remove eligibility requirements at any time without any prior written notice to the Players.
- (v) Users agree to abide by community guidelines and rules outlined by us while interacting with other Player through chat, forums, or other community platforms.
- (vi) Players understand and acknowledge that the Application is developed by us for entertainment purpose only and we committed to promote fair play. Players agree to the

following:

- Play games in a fair manner without resorting to any means of unfairness or cheating.
- Engage in gameplay for entertainment purposes only and not for any other purpose.
- Avoid excessive gaming sessions.

(vii) We maintain a Player account including Personal and allied information in connection with the Services offered on the Application.

(viii) We may add, modify, discontinue or revise any or all aspects of the Services and games available in the Application at our sole discretion without any prior notice.

5. USE OF APPLICATION –

- (i)** Access and use of the Application is subject to these Terms of Use, Privacy Policy and any other policies and conditions that may be notified on the Application. The Services are also subject to the terms and conditions of Game of Hands and any other specific requirements outlined by Game of Hands.
- (ii)** Game of Hands serves solely as a digital application connecting Players with gaming opportunities/activities. Game of Hands is not a warrantor, insurer, or guarantor of services provided by other Players. Game of Hands operates as a Gaming Service Provider to Players in accordance with relevant gaming guidelines and regulations.
- (iii)** Game of Hands shall make reasonable efforts to connect Players with suitable gaming opportunities. However, Game of Hands does not guarantee that such opportunities will meet a Player's preferences or expectations.
- (iv)** Players shall provide accurate and complete information during initial access to the Application, including but not limited to personal and gaming-related details required for gaming purposes.
- (v)** The Application shall display information related to gaming features, challenges, rewards, and other details related to gaming opportunities (as may be updated by us from time to time).
- (vi)** Players shall adhere to the terms and conditions outlined by the Application, including but not limited to gaming rules, participation criteria, and any additional guidelines communicated during the gaming process.
- (vii)** Players consent to receive communications and notifications from the Application, including updates on gaming opportunities, challenges, and other important information. The Application may use the contact information provided by Players for this purpose.
- (viii)** Players authorize the Application to access or make inquiries with other gaming platforms or gaming service providers about their gaming history and accomplishments to enhance the services offered.
- (ix)** The Application may store activity logs of all actions performed by Players on the Application and may share such information with other Players or regulatory authorities for gaming-related purposes.
- (x)** Players understand and acknowledge that it is their responsibility to read and understand all information as well as gaming rules before engaging in any game.

6. IN-GAME CURRENCY -

Players have the option to make in-app purchases using virtual currency earned during gameplay. Please note that this virtual currency is exclusive to gaming activities and holds no monetary value

outside of the game and cannot be converted into real currency.

7. CUSTOMER SUPPORT –

Any complaints regarding the Services will be resolved through email between you and the Application as the case may be. You shall email us on support@sakayika.com in order to register your complaint. If you have questions or concerns or grievances regarding this Terms of Use, you can email us at above mentioned email Id.

8. CHANGE IN TERMS -

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services and the Application (or any part thereof) with or without notice. Further, we reserve the right to change these Terms of Use at any time. The Application will provide a notification or pop up in case of any changes in Terms of Use and any other policy. You are responsible to regularly review the Terms of Use. Continued use of the Application after any such changes shall constitute your consent to be bound by such changes. Your only right with respect to any dissatisfaction with these Terms of Use; any policy or practice of ours in operating the Application or any content available through the Application, is to exercise discontinuation of usage of Application/uninstallation of the Application.

9. THIRD PARTY ADVERTISEMENTS -

The Application may feature third party advertisements and links to such third party advertisements, if any. The display of such advertisements does not constitute an endorsement or recommendation of the relevant advertiser. The Application bears no responsibility for any interaction between you and the third party and disclaims any liability arising out of or in any way connected with such interaction.

10. THIRD PARTY APPLICATION STORE -

You acknowledge and agree that the Service may be dependent on third party website from which you install the Application, such as the Google Play Store or iOS App Store (“Third Party App Store”). Each Third-Party App Store has its own terms and conditions, which you must agree to before installing the Application from it. You agree to comply with the terms and conditions of the Third-Party App Store.

11. PROHIBITED CONDUCT -

You agree not to engage in any of the following activities:

Misconduct:

You are prohibited from using a player name that contains offensive or inappropriate language. Cheating of any kind during game play is strictly prohibited. You must always conduct yourself with good sportsmanship. You shall not use the Services in a commercial manner, including exchange of virtual currency into real money.

Violating laws and rights:

You shall not (a) use the Application for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating

intellectual property, confidentiality, or privacy rights.

Solicitation:

You shall not use the Application, or any information provided through the Application for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

Disruption:

You shall not use the Application in any manner that could disable, overburden, damage, or impair the Application, or interfere with any other party's use and enjoyment of the Application, including by

(a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services on the Application, or violating any regulation, policy, or procedure of any network, equipment, or server.

Harming others:

You shall not share or transmit content or details that are harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act. You shall not intimidate or harass another through the Applications; and, You may not post or transmit any personally identifiable information about persons without obtaining such persons express permission for such transmission through the Application.

Impersonation or unauthorized access:

You shall not impersonate another person or entity or misrepresent your affiliation with a person or entity when using the Application. You shall not use or attempt to use another's account or personal information; and you shall not attempt to gain unauthorized access to the Application, or the computer systems or networks connected to the Application, through hacking password mining or any other means.

12. SECURITY RULE –

You shall ensure that the security of the Application is not violated, harmed or compromised in any manner including by (i) accessing unauthorized data or account, (ii) attempting to breach system security measures, (iii) attempt to interfere with the Services or network (iv) sending unsolicited emails.

Any breach of security may result in civil or criminal liability. We reserve the right to investigate and involve law enforcement agencies if necessary.

13. DISCLAIMER OF WARRANTIES –

You expressly acknowledge and agree that use of the Application and the provision of the Services is entirely at Your own risk and that the Application, and Services therein are provided on an "as is" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, Game of Hands, its officers, partners, employees, and agents disclaim all warranties, express or implied, in connection with the Application, provision of

Services and Players use thereof. Game of Hands makes no warranties or representations that:

- (i) the content shared on the Application or any third-party platforms linked to the Application are accurate or complete,
- (ii) The Application will meet your requirements,
- (iii) The Application will be available on an uninterrupted, timely, secure, or error-free basis,
- (iv) The results that may be obtained from the use of the Application will be accurate or reliable.

We may occasionally for brief periods suspend the operations of the Application for maintenance, updates or support work as we may deem appropriate without liability for any inconvenience, loss or damages that may be caused to you during such periods of suspension.

We shall not be responsible for any-

- errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Application;
- unauthorized access to or use of our Servers or personal /financial information stored therein;
- interruption or cessation of transmission to or from the Application;
- bugs, viruses, trojan horses, or the like which may be transmitted to or through the Application by any third party, and/or;
- errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the Application. Application does not warrant, endorse, guarantee, or assume responsibility for any Service advertised or offered through the Application or any hyperlinked application or featured in any banner or other advertising.

14. ADDICTIVE GAMING DISCLAIMER-

It is important to note that excessive gaming can potentially lead to addiction. Players engage with the Application at their own discretion. While the Application endeavors to provide an enjoyable gaming experience and entertainment, players are solely responsible for managing their gaming habits and any potential consequences of excessive gameplay. The Application disclaims any liability for addiction-related issues and encourages players to exercise self-awareness and moderation when using the Application.

15. PERMISSIONS -

You acknowledge and agree that upon intimation from the Application, you may be required to provide explicit permission for the Application to access certain features of your device, including but not limited to microphone, phone storage, camera, text messages, location, and contact list. Once permission is granted by you, the Application will be allowed access to these features for the purpose of enhancing your gaming experience. You understand that granting or denying these permissions is at your discretion, and you may choose to adjust these settings in your device's privacy settings at any time.

16. LIMITATION OF LIABILITY –

In no event shall Game of Hands, its officers, partners, employees, or agents, be liable for direct,

indirect, incidental, special, punitive, consequential or exemplary damages (even if Game of Hands has been advised of the possibility of such damages), resulting from any aspect of your use of the Application, including without limitation whether the damages arise from use or misuse of the Application, from inability to use the Application, or the interruption, suspension, modification, alteration, or termination of the Application. Such limitation of liability shall also apply with respect to damages incurred by reason of Services or rendered through or advertised in connection with the Application or any links on the Application, as well as by reason of any information, opinions or advice received through or advertised in connection with the Application or any links on the Application. These limitations shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that Game of Hands shall not be liable for user details or content or defamatory, offensive, or illegal conduct of any user or third party and that the risk of harm or damage from the foregoing rests entirely with you.

17. INDEMNIFICATION –

You agree to indemnify us and hold us harmless from and against all losses, expenses, damages claims and costs including reasonable attorneys' fees, arising out of or relating to –

- a) Details and content that you submit or transmit for the Services;
- b) Your violation of any rights of any other person in connection with the Application;
- c) infringement of any third-party intellectual property rights;
- d) any breach of the terms and conditions of this Terms of Use;
- e) breach or violation of Applicable Laws and regulations;
- f) your misuse or unauthorized use of the Application or its content and material;

In case of any dispute, you hereby release the Application, its officers, its partners, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes.

18. PRIVACY POLICY –

The Application is committed to responsibly handle the information and data we collect through the Application in compliance with our Privacy Policy. Please refer to our Privacy Policy. The data provided by the Players shall be kept with the administrator of the Application and may be used subject to terms of Privacy Policy.

19. INTELLECTUAL PROPERTY RIGHTS -

All content on this Application is either our exclusive property or that of our licensors/service providers. All the software, text, images, graphics, logos, trademarks, audiovisual, video and audio used on this Application belongs to us or our licensors/ service providers. No material from this Application shall be copied, modified, reproduced by way of reverse engineering or any method, republished, uploaded, transmitted, posted or distributed in any form without our prior written permission. Unauthorized use of the content or materials appearing on this Application may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. The trademark and logo displayed on the Application is the property of SAKAYIKA ENTERTAINMENT LLP. Our trademark or logo shall not be used in any manner without our prior written consent. No permission or license (whether express or implied) is hereby granted regarding the use of any such trademarks, interface, product names, logos or titles, and such use

may constitute infringement of the holder's rights. All rights not expressly granted herein are reserved.

20. USAGE FROM USER JURISDICTION -

If the Application is used or accessed from anyplace outside India, it is entirely at your own risk. The Application makes no representation that its content and other features are available or otherwise suitable for use outside India.

21. TERMINATION –

We reserve the right to terminate your access to the Application at any time without notice to you for any reason (including, but not limited to, your violation of these Terms of Use) or for no reason. We do not represent that we will or we are required to either actively monitor such behavior or to provide such notice to you.

Our right to terminate your access is in addition to all other legal or equitable remedies available to us, which rights are fully and expressly reserved by us. Upon termination of this Agreement for any reason, you shall cease to use or further access any of the Application's content or Services and be liable for any unauthorized attempts to do so through any means. Application reserves the right to retain all your data and records, in relation to the Services for the period as permitted or required by Applicable Laws post termination of this Agreement.

Survival: The disclaimer of warranties, the limitation of liability, indemnity and the jurisdiction and Applicable Law provisions shall survive any termination.

22. MISCELLANEOUS TERMS –

Governing Laws and Jurisdiction: These Terms of Use are governed by and construed according to the laws of India, the acceptance of the Terms of Use shall be deemed to have been given at Thane, Maharashtra and the courts in Thane shall have exclusive jurisdiction to entertain any proceedings in any way relating to or concerning these Terms of Use or any rights, duties, obligations or liabilities arising there under to the exclusion of all other courts in India.

Force Majeure: Game of Hands Application shall not be liable for any damage or loss incurred by you due to the usage of the Application or deficiency in service performance arising directly or indirectly from acts of nature, forces, or causes beyond its reasonable control. Such events may include, but are not limited to, internet failures, computer equipment failures (including hacking and unauthorized access to computer data), system failures, virus attacks, bugs, system crashes, breach of security, telecommunication equipment failures, software failures, machinery breakdowns, technology breakdowns, strikes, government regulations, epidemics, floods, storms, electrical failures, civil disturbances, riots, or any other reason beyond the reasonable control of the Application or its users.

Assignment: We may assign any or all of its rights and obligations under this Agreement to any party without the prior consent of or notice to you.

No waiver: The Application's failure to insist on or enforce strict performance of any of the terms

of these Terms of Use shall not be construed as a waiver of any provision or right.

Severability: If any part of these Terms of Use is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

No agency relationship: You agree that no joint venture, employment, or agency relationship exists between you and the Application as a result of these Terms of Use or from your use of the Application or listing.

Entire Agreement: These Terms of Use and Privacy Policy constitute the entire agreement between you and the Application relating to this subject matter and supersede any and all prior communications and/or agreements between you and the Application relating to this subject matter.