

## **Terms and Conditions**

Please note that by accepting these terms and conditions you acknowledge that you have read and agree to them.

### **1. Agreeing to the Terms and Conditions**

1.1 These Terms and Conditions apply to, and govern your use of [www.gameofdot.com](http://www.gameofdot.com) ("Website"), including all services, functionality, software and games made available via the Website ("Services"). By registering on the Website and accepting these Terms and Conditions, you are entering into a legally binding agreement which incorporates our Privacy Policy, Cookies Policy and the rules for the game available via the Website ("Game Rules"). Specific Services may have their own terms and conditions (for example, in relation to a particular promotion or bonus) and those terms will also be incorporated into these Terms and Conditions once accepted by you.

1.2 Please note that the terms and conditions for specific Services shall prevail in the event of any conflict between such terms and these Terms and Conditions.

### **2. Parties**

2.1 These Terms and Conditions are a binding legal agreement between you and Viaan Industries Limited, a company registered under Companies Act with its registered office at B-804 Hubtown Solaris Andheri (E), Mumbai, Maharashtra-400069. For further contact details please refer to the end of these Terms and Conditions.

2.2 References in these Terms and Conditions to "us", "our" or "we" are references to Viaan Industries Limited, and references to "you" and "your" are to you as the end user of the Website and/or the Services.

### **3. Changes to the Terms and Conditions**

3.1 These Terms and Conditions govern your use of the Website and the Services and supersede any and all prior agreements between you and us in respect of the same.

3.2 We may change these Terms and Conditions at any time in order to reflect changes to the Website and/or the Services, including additional products or services offered by us or a third party. We will publish any changes on the Website and it is mandatory that you frequently visit the website and review these Terms and Conditions so that you are abreast of revisions. Your continued use of the Website and the Services following a revision will be deemed as your acceptance of the revised Terms and Conditions. If any such change is unacceptable to you, you should not continue to use the Website and the Services.

3.3 It is your sole responsibility to review the Terms and Conditions (including the Game Rules) and any amendments to them each time you use the Website and/or the Services.

### **4. Intellectual Property**

4.1 You acknowledge and agree that all copyright, trade-marks and other intellectual property rights in all material or content supplied or made available by us via the Website or otherwise to you shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorized by our licensors or us.

4.2 You acknowledge and agree that the material and content contained within the Website and utilized in the provision of the Services is made available by us to you for your own personal non-commercial use only. Any other use of such material and content is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party

to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.

4.3 The names, images and logos identifying us, our partners or other third parties and our/their products and services contained on the Website are proprietary marks and may not be reproduced or otherwise used without express permission.

## **5. Compliance with laws**

5.1 Access to the Website and its Services is prohibited for all residents of, or persons present in, Assam, Odisha and Telangana. We do not intend that the Website and/or the Services be used by persons in States/Union Territories in which such activities are prohibited. The Website and/or the Services do not constitute an offer, solicitation or invitation by us for the use of, or registration for, playing or other services in any jurisdiction in which such activities are prohibited by law.

5.2 It is your responsibility to determine the law that applies in the location in which you are present. You should ensure that you are acting legally in that jurisdiction in registering as our customer and/or playing via the Website and/or using the Services.

5.3 We accept no liability if your use of the Website and/or the Services and/or playing the GAME OF DOT is in contravention of the law of your State/Union Territory or the State/Union Territory in which you are present. However, if at any time we believe your use/participation is in contravention of such law, we shall be entitled to exclude you from using the Website and/or the Services as we see fit and declare void any Dots placed by you, in which event no winnings will be paid in relation to such Dots.

5.4 You are responsible for reporting your winnings and losses if such reporting is required by your local law or tax authorities. It is your responsibility to pay any tax or levy due on any winnings paid to you by us.

5.5 You must be at least 18 years old to use the Website and/or the Services and to place a Dot. By opening an account with us ("Player Account") you confirm that you are aged 18 or older.

5.6 By agreeing to these Terms and Conditions you authorize us to check with a third party the details you provide when registering with the Website or when changing your Player Account details. This may include supplying the details that you have provided to authorized credit reference agencies. In particular, we may verify that you are 18 years old or over or that you are resident in the State/Union Territory in which you say you are a resident and/or that you are the owner of the credit/debit card and bank account that you have used to purchase Dots in your Player Account. To help us combat fraud efficiently, in certain circumstances we may ask you to provide physical copies of your personal identification documents in order to verify your registration details.

5.7 You will not be able to withdraw winnings from your Player Account or otherwise receive any winnings until age verification has been successfully completed. In the event of you failing age verification your Player Account will be frozen and no further play will be permitted.

5.8 If age verification reveals that you are not 18 years old or over then all deposits or Direct Debit payments or other card transaction payments made by you will be returned to you, no winnings will be paid and your Player Account will be closed.

## **6. Limitations and exclusions**

6.1 Nothing in these Terms and Conditions will:

6.1.1 exclude or limit our liability for fraud or fraudulent misrepresentation or for death or personal injury resulting from our negligence; or

6.1.2 restrict your statutory rights (statutory rights include, for example, that we will provide the Website and the Services to a reasonable standard and within a reasonable time).

6.2 Subject always to paragraph 6.1 above, we will not be responsible under these Terms and Conditions for any loss that could not have been reasonably expected by you and us at the time you registered with the Website or at the time you entered into a transaction with us (for example, any loss of income, business or profits or any information which is lost or corrupted) and, in any event, we will not be liable for any damage or loss suffered or incurred by you as a result of:

6.2.1 any use of the Website and/or the Services in breach of these Terms and Conditions (including any use of the Website and/or the Services for commercial or business purposes);

6.2.2 failures caused by the equipment you use to access the Website and/or the Services or failures in any network (including failures by your internet service provider);

6.2.3 any lost or delayed transactions (including as a result of technical failure);

6.2.4 damage to your computer or for any loss or corruption of data that results from your use of the Website and/or the Services (and we cannot and do not guarantee that any files that you download are free from viruses, contamination or destructive features); or

6.2.5 our cancellation or suspension of the Services in accordance with these Terms and Conditions.

6.3 We do not guarantee which Services will be available on the Website. The Services and the Website are provided on an 'as is' and 'as available' basis. We cannot promise that the Website and the Services will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition. We will provide the Services with the reasonable skill and care described in these Terms and Conditions. We do not make any other promises about how the Services will be provided to you or about your access to the Website.

6.4 The Website may contain links to third party websites and services through advertising or otherwise. These links are provided for your ease of reference and convenience only. We have no control over those third party websites or services and are not responsible for their content. We do not endorse the material contained on their websites or services, and have no association with their operators. You agree that we will not be party to any transaction or contract with a third party that you may enter into and we will not be liable to you for any loss or damage which you may suffer by using those third party websites and services. You agree that you will not involve us in any dispute you may have with such third party websites and services.

6.5 We are not responsible for any events beyond our reasonable control. Such events might include war, terrorist activity, riots, malicious damage, fire, flood, storm, nuclear accident or compliance with any new law or governmental order, rule, regulation or direction.

6.6 We may suspend the Website and/or the Services or any part of them if, despite making reasonable efforts to do so, we are not able to provide that part of the Services and/or Website to you as a result of events beyond our reasonable control. However, if

we suspend all or any part of the Services and/or the Website because of one of these events, we may refund to you any monies that you stake where the product for which such monies were staked is not available as a result of such an event.

6.7 You agree to compensate us in respect of any damages suffered by us or any of our losses resulting from any claim made by a third party in each case in respect of any matter arising from your use of the Website and/or the Services in breach of these Terms and Conditions or from your breach of any applicable law or regulation.

6.8 You acknowledge that our Panel Judge will determine the outcome of the games available on the Website and you accept the outcomes of all such games. You further agree that, in the unlikely event of a disagreement between the result that appears on the software and the game server, the result that appears on the game server will prevail. You acknowledge and agree that our records will be the final authority in determining the terms and circumstances of your participation in the games available on the Website.

## **7. Termination**

7.1 We reserve the right at our absolute discretion, and without any obligation to provide you with a reason, to immediately terminate these Terms and Conditions and/or withhold your Player Account balance and/or suspend your Player Account and/or close your Player Account and/or recover from your Player Account the amount of any affected payouts, bonuses and winnings. Examples of situations where we may take any of the above actions include, but are not limited to, where:

7.1.1 you are in breach of an important provision of these Terms and Conditions;

7.1.2 we become aware that you have used or attempted to use the Website and/or the Services for the purposes of fraud, collusion or unlawful or improper activity;

7.1.3 we become aware through an official source that you have played at any other online gaming site or services and, in connection with the same, are suspected of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity;

7.1.4 you become bankrupt, do not make payment of a court judgment on time, make an arrangement with your creditors or any of your assets are the subject of any form of seizure, or analogous proceedings are brought in relation to you anywhere in the world;  
or

7.2 You are entitled at any time to close your Player Account and terminate these Terms and Conditions on notice to us by email, telephone or post using the details on the Website. We will respond within a reasonable time. You remain responsible for activities using your Player Account until it is closed. No refunds will be provided on termination of these Terms and Conditions.

## **8. Your use of the Website**

8.1 We reserve the right to suspend, modify, remove and/or add to the Services and/or to the Website at our sole discretion with immediate effect and without notice.

8.2 We will not tolerate fraudulent activity. If, in our reasonable determination, you are found to have attempted to defraud us, any other user of the Website or any person in any way, including (but not limited to) payment fraud, or if we suspect you of fraudulent payment, including use of stolen credit cards, or any other fraudulent activity or prohibited transaction (including but not limited to money laundering), we reserve the right to suspend and/or close your Player Account, withhold any or all winnings and share

information (together with your identity) with the police and other appropriate authorities. Please see our Privacy and Cookies Policy for further details.

8.3 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to: the Website; the servers on which the Website is stored; or, any server, computer or database connected to the Website or used to provide the Services. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, we may close your Player Account and terminate these Terms and Conditions pursuant to paragraph 7.1 above.

8.4 You agree that you will not use the Website and/or the Services in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity, or cause distress, harm or inconvenience to any other person.

## **9. Remote Gaming**

9.1 You are playing via an electronic form of communication and consequently you acknowledge that:

9.1.1 you may be using a connection or equipment which is slower than the equipment used by others and this may affect your performance in time critical events offered via the Website; and

9.1.2 you may encounter system flaws, faults, errors or service interruption caused by unexpected flaws, faults or errors in the software, hardware or networks used to provide the Services and the Website. Where such flaws, faults or errors cause a Service to be interrupted or in circumstances where it cannot be restarted from exactly the same position without any detriment to you, we will take all reasonable steps to treat you in a fair manner.

9.2 The Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of the Services are discontinued, modified or changed in any way.

9.3 In the event of systems or communications errors relating to match results or other element of the Services, we will not be liable to you as a result of any such errors and we reserve the right to void all Dots on the draws or matches (as applicable) in question.

## **10. Contacting Us**

If you have a complaint or any enquiries or otherwise need to contact us in any way, you can do so by email or telephone using the details set out in the "Contacting Us and Dispute Resolution" section below.

## **11. Governing Law and Jurisdiction**

11.1 These Terms and Conditions are governed by and interpreted in accordance with the laws of India.

11.2 Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Mumbai, Maharashtra.

## **12. Responsible Gaming**

12.1 Whilst you are, and shall remain, responsible for any losses you incur as a result of your use of the Website and the Services, we take our commitment to responsible gaming

seriously. Further to this, if, in our reasonable opinion, you are at risk of developing a problem controlling your gaming, we reserve the right to suspend and/or close your Player Account.

### **13. Registering and opening a Player Account**

13.1 To use our range of Services you need to complete your registration and open a Player Account. You can register and open a Player Account by following the "Sign Up" link on the Website and following the instructions.

13.2 When you open a Player Account, you will be asked to provide personal information, including, but not limited to, your first and last name, address, email address, date of birth and other contact details such as telephone number. As and when required, you must also supply valid banking details and you must provide certain information to us to enable us to validate your identity and verify that you are the owner of, or an authorized user of, such credit or debit card(s) and of the bank account(s). It is your responsibility to ensure that the details provided at registration are accurate and kept up-to-date (especially your email address and mobile number). You can change the details you provide at registration at any time by editing your Player Account preferences or contacting customer services using the details in the "Contacting Us" section below. For further information about our collection and use of your personal information, please refer to our Privacy Policy and Cookies Policy.

13.3 When you register and open your Player Account, you will need to create a user name which will be your email address / mobile number and choose a password. After opening your Player Account, you must keep your password secret. We recommend that you regularly change the password.

13.4 All transactions where your username and password have been entered correctly will be regarded as valid, whether or not authorized by you, and we shall not be liable for any claims in the event that you disclose them to anyone. It is your sole responsibility to maintain the confidentiality of your password and you are responsible for all activity that occurs under your username and password. You should notify us of any unauthorized use of your password and any breach of security as soon as you become aware of it.

13.5 If you lose or forget your password please follow the password recovery instructions on the Website or contact our customer services team using the details below. It is your responsibility to contact our customer services team immediately to request a replacement password.

13.6 We retain the right to void any transactions or suspend your Player Account where you have provided incorrect details. In such a situation, all stakes or Dots made will be returned to you and any winnings accrued at such time shall be forfeited by you.

13.7 We operate in secure mode using a 128 bit encryption certification, so any personal and financial details that you provide to us are encrypted during transmission.

### **14. Deposits, Refunds, Withdrawals and Cancellations**

14.1 At GAME OF DOT, the player cannot claim any refund of Dots purchased. All Dots are non-transferable and non-refundable in nature.

14.2 The players shall be required to provide Us with other 'know your customer' details, including payment mode used, Driver's' License, Passport details and/or any other Government Identification Proof at the time of withdrawal of the prizes from the Account. This information will be held and used in accordance with our Privacy Policy.

14.3 We assume no liability for purchase errors, trial versions, Dots purchased for the wrong device or platform, promotion codes or discounts not provided at the time of purchase. We will not be liable for any errors on billing statements issued to the User by his/her carrier.

14.4 To buy Dots, you will need to access your Player Account and click on the "Buy Now" link and follow the steps to purchase a package of your choosing.

14.5 You can make payments to buy Dot Packages via your Player Account using the payment gateway/s available on [www.gameofdot.com](http://www.gameofdot.com). We reserve the right to limit the maximum Dots which can be placed. A player can place a maximum of 150 Dots per game.

14.6 When making payments to buy a Dot Package via your Player Account, the name and address of the cardholder must be the same as that of the account holder. To help us combat fraud efficiently, it may be necessary for us to request personal identification from you in order to verify your registration details.

14.7 The minimum Dot Package is worth INR 99/- and you can only place Dots up-to the amount available in your Player Account. Dots purchased via your Player Account are non-transferable and non-refundable.

14.8 Please note that all funds received from purchase of Dot Packages by you in relation to your participation in the GAME OF DOT and payment of any winnings in respect of the same are held in a designated customer account ("Customer Account") easily identifiable by Us. Furthermore, the funds subsisting in the Customer Account are free and clear of all encumbrances and liens and are not subject to any other form of security. This means that steps have been taken to protect customer funds but there is no absolute guarantee that all funds will be repaid.

14.9 Once a player has successfully completed the payment process and procured Dots in-to his/her account, he / she will not be permitted to cancel the transaction or be eligible for a refund of the same.

## **15. Making acceptance and validation of transactions**

15.1 On successfully purchasing Dot Packages, the Service will allow you to place Dots on available active games on the Website up-to the maximum of 150 Dots per game.

15.2 Transactions should only be made by you as the account holder.

15.3 In order for a transaction made via the Website to be valid, you must receive confirmation from us that the transaction has been received. The transaction is deemed confirmed when you have received an on screen confirmation and a transaction reference. You can view all transactions via the "My Account" section of the Website. Once a transaction has been confirmed, it cannot be cancelled, amended or reversed.

15.4 Please check your transaction carefully before submitting it to us. You may receive a message stating that the transaction has not been accepted in which case you have to resubmit your request. We do not accept transactions which you attempt to make by email or other data transmission.

15.5 We reserve the right to accept or decline all, or part, of any transaction.

15.6 Despite every effort to ensure total accuracy, we do not accept responsibility for any errors or omissions in respect of information provided on the Website.

15.7 If an error is made in the prices or conditions published, we reserve the right to correct any mistakes and to settle any transactions already made at the correct price.

15.12 Where we believe that match-rigging has taken place, either as a result of the size or volume of dots received, or from other evidence, or where the integrity of an individual event is called to question, we reserve the right to withhold payment and ultimately to declare Dots on that event void.

15.13 Any Dot accepted in error for an event that has already taken place will be void.

## **16. Payment of Winnings**

16.1 Subject to these Terms and Conditions, and depending on the method of play and payment, winnings due on your transactions will be credited to your bank account.

16.2 Winnings will usually be paid once we validate your details and will be made within 30 working days from settlement of the individual game to which the winnings relate. If you believe that you have not received any winnings due to you then you should notify us as soon as possible and provide evidence for your claim. No claim for winnings may be made more than six months after the date on which the relevant event took place.

## **17. Inactive Accounts**

17.1 If there has been no recorded transaction on your Player Account for a period of 12 consecutive months or more, your Player Account will be considered inactive ("Inactive Account").

17.2 In accordance with paragraph 13.4 above, you should limit your transactions to one Player Account only.

17.3 Prior to any Player Account becoming an Inactive Account, we may send you (to the email address registered on your Player Account) an email to let you know that your Player Account is about to become an Inactive Account.

## **18. Bonuses**

18.1 From time to time you may be awarded or be eligible for bonus or bonus Dots ("Bonuses") when you register with us and open a Player Account or during your time as a registered member of our Website. You may receive an email directly from us setting out the terms and conditions applicable to such Bonuses or any Bonus offers may be shown on the "Promotions" page of the Website.

18.2 It is important that you fully understand the terms of each Bonus that you may be awarded. This section contains general terms and conditions associated with Bonuses made available by us. In addition, each individual Bonus will also have supplementary terms and conditions that will be made available to you when you are offered the Bonus. It is your responsibility to review the supplementary terms and conditions that apply to each specific Bonus.

18.3 In relation to each Bonus, you will be deemed to have accepted the general Bonus terms and conditions as set out in this section 18, and the relevant supplementary terms and conditions applicable to that Bonus (as set out on the Website or otherwise provided to you). These will set out the relevant criteria applicable in relation to the awarding of the Bonus.

## **20. General**



20.1 If we need to notify you under these Terms and Conditions, we will do so by email to the email address registered to your Player Account.

20.2 We may wish to transfer our rights or obligations or sub-contract our obligations under these Terms and Conditions to another other legal entity. You agree that we may do so provided that this will not adversely affect the standard of service you receive under these Terms and Conditions. In the case of transfer only, after we notify you of the date on which we will transfer our rights and obligations under these Terms and Conditions to another legal entity, your only rights under or in connection with these Terms and Conditions will be against the new legal entity and not against us. As set out in paragraph 7.2, you may terminate your agreement with us at any time.

20.3 These Terms and Conditions are personal to you. You may not transfer your rights or obligations under these Terms and Conditions to anyone else.

20.4 If you breach these Terms and Conditions and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms and Conditions.

20.5 If any part of these Terms and Conditions is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

20.6 These Terms and Conditions are not intended to give rights to anyone except you and us. This does not affect our right to transfer these Terms and Conditions under clause 20.2.

## **21. Contacting Us and Dispute Resolution**

Any complaint that you have will be dealt with quickly and fairly as set out below.

Contact our customer services team on 91-22-4917-9988, Monday to Friday 10:00 AM IST to 06:00 PM IST or by email on [info@gameofdot.com](mailto:info@gameofdot.com). You will need to provide your name, address, email address, contact telephone number, date of transaction and what your complaint relates to. The team will look in-to your complaint and examine the relevant transaction. The reference will be your email address if using that means of communication. The team will come back to you as soon as possible with a solution.