

Date: 03 Aug 2022

### **Terms and Conditions**

These Terms and Conditions (*hereinafter also referred to as 'Terms and Conditions', 'the T&C' or 'T&C'*) are applicable for your Use of the Website and Mobile App – xfunarcade.io (*hereinafter referred to as "Website" or "the Website" or "The Mobile App"*) and/or its internal links and/or Gaming Platforms accessible within the Website from any device and any operating system or platform.

The Website and Mobile App are owned and are a brand of xfunarcade.io. The website and mobile app provide skill-gaming services to users in a range of jurisdictions across the world. In detail, users on xfunarcade.io are allowed to play games in XP mode (where no money is required) in duel mode (where real money is wagered on a game of skill between one user and another), in bet&play (challenge) mode (where the user wagers real money on a game of skill in order to win a certain payout). Skill-gaming services are materially differentiated from gambling services in that:

- Games of skill are deemed such because they require cognitive capabilities that allow a user to progress in the game through the use of tactics, timing, coordination, strategy, technical expertise and knowledge, thereby not purely relying on chance or random events and elements.
- Success in games of chance (i.e gambling) is not able to be influenced by any user, regardless of their cognitive ability, tactics, timing, coordination, strategy, technical expertise or knowledge. Instead, such games predominantly rely on and are powered by a computerized random number generator.

The xfunarcade.io team ensures that all games distributed on the Website strictly undergo predominance and material element testing.

The predominance test is the most commonly used indicator of whether a game is skill or random-outcome-based. Under this test, a scale with pure skill on one end and pure chance on the other, must be considered. Games such as tennis would be at the pure skill end, while bingo would be at the purely random end. A game of skill is deemed such if the game falls predominantly closer to the skill end of the scale. Over 95% of games on xfunarcade.io fall under this category.

In material element testing, the xfunarcade.io team assesses whether random variables play a role in determining success or failure in a game. As an example, in games like Tetris, mental and physical reflexes alongside predictive modelling are required of the user in order to succeed. However, as the user navigates through the levels and the blocks provided to the user are entirely random, this randomness can result in a chance-derived-outcome. In this case, while skill plays a significant role, so does chance.

As for the 5% of games that do not fall under the games-of-skill definition above, they are found under the 'Casino' category and for this purpose, the Website has an agreement with Betverse N.V, which is licensed to conduct online gaming operations by government of Curacao license no 365/JAZ, sub – license GLH-OCCHKTW0703122019, (*hereinafter referred to as "Us" or "We" or "Company" or "Our(s)" or "Ourselves"*), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

All external links which might be accessible from the Website or other xfunarcade.io Platforms may or will have their own terms and conditions, usage and privacy policies and We and Our affiliates and partners do not control them and bear no responsibility for any consequence arising from their usage. Any Trademarks or Registered Trademarks used in this document belong to the respective owners and no claims are made over the same.

## **Definitions**

Unless mentioned otherwise, the following terms will have the meaning ascribed to them below:

**Affiliate(s) and Partner(s)** means any Company or Person or Organization who is related to Us as a business partner/ agent/ contractor/ employee/ distributor/ supplier and assists Us in any manner in providing the services through the Website. Affiliates and Partners are related to Us only till the extent of their duties performed under their contract with Us.

**Ether or ETH** refers to the cryptocurrency Ether which functions on the Ethereum blockchain.

**KYC** means Know Your Client

**AML** means Anti- Money Laundering

**Privacy Policy** means the document located on [www.xfunarcade.io](http://www.xfunarcade.io) which together with the Terms and Conditions govern the collection, storage and sharing of data in the xfunarcade.io Platforms.

**Restricted Countries** means USA, Afghanistan, Costa Rica, BVI, Cayman Islands, Cyprus, Iran, Venezuela, Syria, Somalia, North Korea, Yemen, Iraq, Puerto Rico, American Samoa, Guam, Northern Mariana Islands and US Virgin Islands.

**Restricted Country** means any of the Restricted Countries.

**"Hedging Disruption Event"** means any event determined by the Company where the Company and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of issuing and performing its obligations with respect to the relevant assets, or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any such transaction(s) or asset(s).

**Market Disruption Event** A "Market Disruption Event" means any of the following events as determined by the Company in its sole discretion:

- (a) A regulatory restriction imposed by any regulator or government authority on the Company or on Users
- (b) A sudden change in laws or regulation in any country which affects bets in the Gaming Platforms
- (c) Transmission of false information or values on any of the Gaming Platforms
- (d) Purchases or execution of bets based on false information in media or any of the Gaming Platforms
- (e) Sudden decrease or increase in value of the commodities or currencies used in the Gaming Platforms
- (f) Any major natural or man-made disaster which affects bets in the Gaming Platforms
- (g) Any cyberattack or network failure which affects any of the Gaming Platforms
- (h) Any other serious incident which affects bets on the Gaming Platforms and is determined to be determined as a Market Disrupting Event by the Company.

**Gaming Account** means the account opened by the User on the Website for accessing the Website and/or its internal links and/or Gaming Platforms.

**Wallet** means the Gaming Account opened by the User on the Website for accessing the Website and/or its internal links and/or Gaming Platforms via making a deposit either in a fiat currency (ie EUR, GBP, USD) or in cryptocurrencies like ETH and BTC. This account can also be funded by a user from their own personal account in various payment-service-providers.

**Gaming Platforms** refer to the Website and/or its internal links and the Gaming Platforms considered together

**Gaming Platform(s)** refer to the Website and/or any software, facility or interface provided within or through the Website or a Whitelabel Product which allows Users to play and/or bet on a skill-based game in any manner. These platforms may be either web-based or mobile applications.

**Bonus** mean the amount that may be initially added on a new registered account in the Gaming Platforms at the moment of the creation of the account.

**Whitelabel Products** means all Skillgaming Platforms that have been undergone visual branding changes so that they are sued by Companies as a Whitelabel product. Such platforms have similar functionalities to Skillgaming and the only difference is the colours and branding. Whitelabel Products are under a different and separate company and their users may be subject to their Terms & Conditions and Privacy Policy.

**Use(s)** means any manner of use of the Gaming Platforms for (a) accessing or browsing with/ without registration on the Website (b) playing demo games (c) online Gaming on skill-based games with any Gaming Platform on

the Website (d) loading and withdrawal of funds (e) linkage with external Wallets or any other payment methods (f) use of any other function on the Website including but not limited to evaluation, trial, testing, use as a customer for participation in legally permitted contests, transfer of data, receipt of advertising, data collection, data submission, data evaluation, data transmission and all other possible activities on the Website and/or its internal links and/or Gaming Platforms.

**User(s)** means any person or persons who Use any or all of the Gaming Platforms in any manner. Also referred to as 'You' or 'Your' or 'his' or 'her' or 'they' when the context requires.

**Website** refers to xfunarcade.io.

Other terms may be defined or designated within the document when the context requires by placing them within parentheses '( )' immediately after the meaning of the term.

### **Coverage, Consent and Access**

1. This T&C will be binding on all persons (natural or legal) who Use the Gaming Platforms in any jurisdiction across the world where it is legally available for access. The User is aware that use of Gaming Platforms including but not limited to the Website means that they can expose themselves to jurisdiction of multiple countries through which the services of the Website are provided.
2. This T&C and the Privacy Policy should be read and understood by the User as they are binding on them and are non-negotiable to the maximum extent permissible under law. This T&C should be read together with the 'Privacy Policy' for the Website available on xfunarcade.io.
3. The Gaming Platforms may be prohibited by the local laws of certain countries. Users must ensure that they are in compliance with all laws applicable to them when they access the Website. The User may lose access to Gaming Platforms and any funds available or stored within it without any recourse for refund or compensation if (a) it is discovered that the laws of the countries which are applicable to them prohibit the Use of the Gaming Platforms, or (b) if they are a resident or a citizen of a Restricted Country, or (c) if they access the Gaming Platforms from a Restricted Country.
4. We may use Internet Protocol (IP) based block and/or any other available technology to prevent Users from Restricted Countries. You are in violation of the T&C and may be in violation of laws of multiple jurisdictions if you attempt to circumvent such a block or access the Gaming Platforms from any of the Restricted Countries.
5. **Special provisions for Users based in the USA and/or Citizens or Residents of USA:**
  - i. Users based in the USA and/or Citizens or Residents of USA are in direct violation of the laws of the country if they Use the Gaming Platforms for real-money betting (including the deposit of funds) and you must close all open links and pages related to the Gaming Platforms immediately. You must not attempt to do so again in the future unless there is an express change in the T&C of the Gaming Platforms.

6. Users who attempt to Use or Use any of the Gaming Platforms for real-money betting declare that:
  - i. they are over the age of 18 (eighteen) years or the age of majority which enables them to provide valid consent as per the laws applicable to them, whichever is higher
  - ii. they have read and agree with the T&C and Privacy Policy fully and understand the implications of all the provisions of the given documents
  - iii. they understand they may lose all the funds that they have loaded on the online fund storage platform ('On-site Wallet') on the Website or any other fund storage platform linked with Gaming Platforms through their Use of the Gaming Platforms either owing to platform errors or losing wagers placed on the platform either against the CPU or against other users
  - iv. they may be liable for additional payments to Us or other Users or third parties for their bets or activities on the Gaming Platforms if they have engaged in any fraudulent activity on the platform
  - v. they have consulted a qualified attorney and/or other professional to clarify any doubts over the T&C and Privacy Policy and the risks and consequences associated with Use of the Gaming Platforms.
7. This T&C and the Privacy Policy may be available in multiple languages but in case of any discrepancy, only the English version will hold good.
8. Continued Use of any of the Gaming Platforms signifies consent with the T&C and the Privacy Policy in their entirety. If any User disagrees with any of the provisions of the T&C and/or the Privacy Policy, they should immediately terminate Use of all Gaming Platforms.
9. Users may provide consent for opening a Gaming Account through any method including by signing a document or clicking on any required buttons or through email or by use of any other authentication options provided by the Website or through any other mode that is required under law.

#### **Data Collection, KYC and Anti-Fraud and AML measures**

10. Users may be required to provide some or all of the following documents verifying their identity and other personal information to Use the Gaming Platforms or create a Gaming Account as a part of Our KYC, AML and Anti- Fraud measures. The documents which a User may be required to submit on the Website include the following:
  - (a) Passport or Domestic Citizenship Identification Document or equivalent
  - (b) Tax Identification or Registration Number (in certain cases document conveying such registration)
  - (c) Bank Account Information of the source of the funds being transferred to the On-site Wallet
  - (d) Proof of Address in the form of Government Issued Documents
  - (e) Documents conveying the source of funds used on the Gaming Platforms
  - (f) Selfie Verification shall be required of each user.
11. The documents mentioned in Clause 10 above are not exhaustive and We may request certain Users to submit additional documents based on Our internal assessment.

12. Any Gaming Accounts where the User fails to provide all information which is sought or fails to submit any or all of the documentation sought from the User may be closed without notice.
13. In certain cases We may require Users to notarise or apostille or undertake similar verification process for the documents submitted by them.
14. In addition to the documents specified in Clause 10 above and in all cases of Use of any of the Gaming Platforms, We and Our Affiliates and Partners may collect the following data from Our Users ('Personal User Information'):
  - (a) Professional qualification and employment history and status
  - (b) Income and wealth information
  - (c) Gaming history and performance
  - (d) Ethereum or other cryptocurrency wallet address (but never Your private key)
  - (e) Device Information including Device Identification Number, IMEI, Machine Address Code (Mac ID), Serial No., Mobile Number, Network Identification, IP address or any other identification factor which may enable identification of a Cell Phone or a Computer.
  - (f) Location services such as GPS, Wifi location, Mobile Network triangulation or any other service which enables Us to locate Our Users.
  - (g) Images, Videos, any other Files provided by Users to enable Us to provide better services
  - (h) Information collected through Cookies and similar tracking technology to enable Us to provide better services through the Gaming Platforms.
  - (i) Crash reporting Usage information which is transmitted by the Gaming Platforms automatically or on request by the User.
  - (j) Information which explicitly discloses the Identity of the User such as name, age, Date of birth, telephone or mobile phone number, email, gender, social media information or any other parameter which is disclosed by the User when they register on the Website for a Gaming Account or submit a support request by any mode including through email or on the Website.
  - (k) Payment or bank information in case the User provides Us with the same voluntarily for fulfilling any special request.
  - (l) Information and/or access to social media accounts of the User when he chooses to link the same to the Website or accesses the Website using the social media accounts.
  - (m) Personal User Information such as pattern of use of the Gaming Platforms, fund access information and information about external wallets
  - (n) Data generated by a User through Use of the Website
  - (o) Any other information which is provided by the User by filling any form or similar data collection method or transmitted by the User voluntarily or when requested by Us.
  - (p) The information about a User's Gaming pattern including but not limited to:
    - i. Games played

- ii. Bets placed
- iii. Win rate and score on games and bets placed
- iv. Login activity
- v. Average position size
- vi. Average win size
- vii. Average loss size
- viii. Average duration of games

- (q) Any communication in any manner between You and Us including through telephone (without warning), Website, Email, in person or any other mode of communication
- (r) Any other information where We are required by law to collect such information

15. Any Gaming Account which has been opened with information which We believe is incorrect may be closed down and cancelled at any time. If you refuse to provide use with the documents specified in Clause 10 or refuse to share your Personal User Information or Anonymous Information, we may not be able to provide you with permission to Use any or all of the Gaming Platforms.

16. The Users undertake to ensure and declare that:

- (a) No funds used in transactions and/or Gaming on Gaming Platforms is related to any illegal activity or are proceeds from any criminal activity in any country across the world
- (b) none of the Gaming Platforms will be used in any manner for money laundering or in violation of any laws
- (c) In case they choose to connect their account to any other payment-service-provider, then it is their own personal account that they are connecting and not one of another person. Should it be found that the said account (of any payment-service-provider account) belongs to a person from the Restricted Countries, then the Gaming Platform account will be automatically shut down and the relevant authorities will be notified.

17. The Users understand and agree that:

- (a) Funds may only be transferred back to the same Wallet after the end of a bet or upon withdrawal.
- (b) Transfer of funds to any other User through the Gaming Platforms directly or indirectly is prohibited

18. Transfer, sale, purchase or acquisition by any other manner of a Gaming Account from another Gaming User is prohibited.

19. We also collect anonymized information including but not limited to Website visits, duration, time of access, clicks and other use of Gaming Platforms and any transactions made within the Website ('Anonymous Information'). This Anonymous Information does not identify any User directly and can be shared with any advertisers and/or other third parties for advertising or other purposes.

20. Personal User Information or any documentation collected from any User under Clause 10 above may be shared by Us with any appropriate agencies or parties for verification or as required for identity, anti-money laundering or any other form of checks.
21. We are obliged to share any documentation collected under Clause 10, Personal User Information or Anonymous Information on request or orders from any competent Judicial or Administrative authorities empowered to seek such data as per the laws of the countries where We operate. We are under no obligation to transfer information about any such requests to Our Users but may attempt to do so unless prohibited by law.
22. Users understand that their name (as provided by them during sign-up) and score may appear inside the Gaming Platforms and may be publicly available for other registered users of the platform to see.
23. Users are requested to read and understand the Privacy Policy which may cover additional subject areas of collection and usage of their data. The Privacy Policy and these Terms and Conditions together govern the Use of the Gaming Platforms and both the documents cannot be read in isolation.

#### **Usage of the Gaming Platforms**

24. Use and access of the Gaming Platforms is provided at Our sole discretion and We have the right to terminate or regulate in any manner the right to Use the Gaming Platforms for any User at any time without prior notice. In exceptional situations and/or on instructions by competent judicial or law enforcement authorities of any jurisdiction, the regulation of the rights may extend to holds placed on withdrawal of any funds in the Gaming Account and/or Wallet or any other action as deemed fit by Us.
25. When the Gaming Platforms are in **open beta version** or when new features are being introduced and implemented in the Gaming Platforms and exploits of any type or nature are found, then We reserve the right to nullify gains exacted by users inappropriately or through manipulation.
26. We may impose special controls including but not limited to restrictions on Usage of Wallets, restrictions on features provided to the Gaming Account holder, time limits for transactions, cancellation of the Gaming Account, restrictions on withdrawals from the Wallet, restrictions on games, bets and transactions which can be conducted on the Gaming Platforms, higher charges for transactions on Gaming Platforms and additional charges for deposit and withdrawal of funds from any Gaming Platform including Wallet in case of any of the following situations:
  - (a) Any report or assessment by Us that the User is acting in contravention of laws, regulations or industry standard practices which govern him or Us
  - (b) The User possesses insider information or knowledge through any manner for any game played inside the Website / Gaming Platforms.
  - (c) Restrictions are imposed by any regulatory authorities which govern the User or Us
  - (d) We receive instructions to act in a certain manner or regulate the activities of any User from judicial or law enforcement authorities of any jurisdiction where We operate



- (e) We assess that We may suffer from any regulatory or financial disadvantage by extending services to the User or by operating in a particular jurisdiction
  - (f) We do not receive any satisfactory response from You on Our request from you for information about You and/or your transactions conducted on the Gaming Platforms
  - (g) We receive information and material from any source or from background checks conducted by Us about your non-compliance with the Terms and Conditions or the Privacy Policy or the laws of any jurisdiction which govern Us or the User.
27. Any bet that is entered into by any User on any Gaming Platform is not modifiable after conclusion. The User has the obligation to fulfil the obligation and may be exposed to legal proceedings in case of failure to complete his obligations as per the terms of the bet.
28. Every bet placed on Gaming Platforms is a separate individual agreement between the User and the Company and is not a security. The Gaming contracts are non- negotiable and cannot be assigned or transferred to any third party. The obligations for any Gaming contracts are only considered complete when payment of all financial obligations arising from the contract are paid and settled and the actions are verified.
29. **Special provisions for handling User Funds:** In additions to the other provisions of the Terms and Conditions and Privacy Policy, the following special provisions will govern the handling of User Funds in the Gaming Platforms:
- i. The Wallet is an account in a Payment Service Provider that gets settled on a regular basis with a Company's bank account. When a user transacts on the platform, the amount on this account will be used and settled.
  - ii. The funds (fiat currencies and crypto-currencies) in the Wallet are only used for settlement transactions by the User on Gaming Platforms and the funds held are not invested in any securities, futures, currencies, derivatives or other investments on behalf of the User.
  - iii. The Wallet should only be used for storing the required amount of funds that the User intends to use for transactions on the platform and should not be used as a wallet for storing funds for other purposes.
  - iv. Any funds which have been held on the Wallet for a minimum period of 365 (Three hundred and sixty-five) days without using it for any transactions may be paid out to a registered charity selected by Us.
  - v. When a User seeks to transfer funds to the Wallet, it may have to be cleared through the Blockchain/Payment Service Provider and may be subject to processing times and fees. Your funds will reflect in the Wallet after the funds are received.
  - vi. In case, a User chooses to withdraw funds from the Wallet, they will have to make a request through the Website by logging on to their Gaming Account. The funds will be transferred only to the address/details which were used to initially load the funds to the Wallet. The User may be subject to account verification procedures before processing a withdrawal and transactions

may be subject to delays till completion of the procedures. The User will also have to bear the cost for the withdrawal transaction.

- viii. In the event of a Force Majeure Event, a Market Disruption Event or in the event that a Hedging Disruption Event has occurred or about to occur, then We reserve the right to delay or not honor altogether any request for withdrawal of funds till the time We are no longer affected or restricted by the events.

30. In cases of the following situations, in addition to the other provisions of the Terms and Conditions and Privacy Policy, the following special provisions will govern the situation:

(a) When undertaking a bet or transaction on Gaming Platforms using a Wallet:

- a. You agree and understand that any bet or transaction that you may initiate will be binding and irrevocable and, in most cases, cannot be reversed. We shall be under no obligation to attempt to reverse such bets and will not honor such requests unless required by law or if the platform has experienced a verified error which has resulted in you losing the bet.
- b. Any bet or transaction will not be considered as valid until the receipt of a confirmation on the screen of the User.
- c. Any bet or transaction may not be completed or fail even after the receipt of a confirmation by the User as communications may be intercepted by unauthorized parties or may not reach their intended destination or may do so much later than intended for reasons beyond Our control and You may lose all funds or profits involved in such bet or transactions without an option for recovery.

31. All bets and transactions are conducted on the Gaming Platforms at the sole will, risk and instructions of the User initiating the transaction as identified by the Gaming Account and We have no obligation to compensate or indemnify any User for any losses or presumed loss of profits due to failure or error in any bet or transactions.

32. Any scores, payouts, odds and information shown in any of the Gaming Platforms may be subject to constant change. The scores, payouts and odds which are used for a particular bet or transaction may change any time prior to execution and the final value is the one shown to you and confirmed by you at the time of execution.

33. We reserve the right to terminate or cancel any event or bet which was conducted when according to Our opinion there was an error in the Gaming platform or in the game and/or published payouts.

34. We reserve the right to cancel the Bonus on any account, the earnings coming from bets (either challenges or duels) and any withdrawal request should there be any suspicion that a User may be trying to cheat the system in any way, shape or form including but not limited to the usage of multiple accounts, having multiple accounts accessing the same I.P , using software/bots to gain an unfair advantage.

35. The Company may also adjust the Gaming Account and/or Wallet of a User if it determines that there was a disruption, miscarriage or aborted bet before the Gaming Account and/or Wallet of a User was suspended, frozen or terminated.

36. We reserve the right to cancel or reverse any transactions or bets entered with funds from a Wallet if We determine or learn that any of the games was played during conditions which may include but are not limited to user interference, user misconduct (eg. The usage of robots or clickers etc), unknown programming errors, bugs or glitches in any of the Gaming Platforms, or miscalculation of any nature.

37. In case a Gaming Account and/or Wallet of a User is frozen, terminated or suspended fully or partially by Us for any reason, We may at Our sole discretion decide to honor any contractual obligations which We believe were entered into without violation of any laws or the Terms and Conditions.

38. A User may decide to close their Gaming Account by communicating their desire for the same at [support@xfunarcade.io](mailto:support@xfunarcade.io). Prior to closure of a Gaming Account and permission to withdraw any remaining funds from a Wallet, a User must have completed all required KYC and AML formalities including submission of Personal Information and Documents and also must have completed any open bets in the Gaming Platforms.

39. Any User may access their account by using the same I.P address they initially logged in from or submitted their KYC information from. Multiple I.Ps may need to be registered with the Website if any User travels and places bets. However, the usage of VPN based server addresses and I.Ps is strictly not allowed and if this activity is detected, it will result in the User account being banned permanently.

#### **40. Policy on Cancelled, Suspended, Inactive or Dormant Accounts:**

- (a) A Gaming Account which has not been used for any transactions for a consecutive period of 365 (Three hundred and sixty-five) days will be considered as an Inactive or Dormant account.
- (b) The funds in a dormant or inactive account may be transferred to a registered Charity determined by Us. Users may still be able to recover some funds of the transfer to a registered Charity has not been carried out for a certain reason and such Gaming Account holders should contact [support@xfunarcade.io](mailto:support@xfunarcade.io) immediately.
- (c) In case a Gaming Account is terminated or cancelled or suspended, the User may in exceptional circumstances be able to recover the funds available in the Wallet by contacting Us immediately at [support@xfunarcade.io](mailto:support@xfunarcade.io).

#### **Details of the Bets**

41. The bets available on the Gaming Platforms will be covered by the following provisions:

- (a) The Bet payouts shall be determined by the Company at its sole discretion. The payouts may vary per game, level and at every moment of the day.
- (b) The company will be offering games from various game developers on top of the in-house teams. In the event of any dispute regarding the game outcome or settlement of a bet, the decision of the Company shall be final and binding.
- (c) If there is any disruption in the games that cannot be immediately rectified by the Company, then the Company reserves the right to refund the bet purchase.

### **Gaming Rules and Limits**

42. We may determine 'Gaming Rules and Limits' for bets on the Gaming Platforms which are a part of the Terms and Conditions and should be read together with them. These Gaming Rules and Limits may be changed from time to time depending on the changing market, regulatory and other conditions.

43. The important Gaming Rules as of now stand as:

- (a) Bets will not usually be offered with a profit percentage smaller than 2 (Two)% (i.e. payouts of under USD 1.02 for each USD 1 staked)
- (b) Bets offered by Us will have a minimum purchase price of USD 1, an amount that can be changed at the Company's sole discretion.
- (c) The payouts of some bets may be offered at different levels depending on the difficulty, frequency and other game and market conditions during the day.
- (d) If a USER navigates away from the page without playing a game that they have placed a bet on, or they shut down the game before ending, or they do not start a game within 24hrs from placing a bet, then the bet will be considered as lost and no funds will be returned to the USER.

44. The Company at its sole discretion may apply volume Gaming limits on Gaming Accounts ('Gaming Limits') subject to AML/KYC provisions and modifications or at the Company's sole discretion. Currently the limit is \$200.00 which means users of non-restricted regions can deposit up to this level without the need for explicit KYC processing. Withdrawals are not possible though without the completion of the KYC process.

45. The Company at its sole discretion may set lower Gaming Limits or prohibit transactions altogether for some Gaming Accounts and require completion of KYC and AML procedures before allowing bets on those Gaming Accounts.

46. Users whose On-site account balance exceeds the maximum account size mentioned in Clause 42 above, when applicable, will be required to transfer the excess amounts to their private Off-site Wallet to comply with the provisions and continue Gaming with their Gaming Account.

### **Bonus Related Rules and Conditions**

47. The amount that is added on a newly registered account may vary from 0.00 USD to 10.00 USD and it is at the sole discretion of the company to offer such a bonus to any or all of the newly registered accounts.

48. This bonus comes completely free and the User may withdraw it upon collection of 20 BUM (Bonus Unlock Meter) points. The User can earn 1 (one) BUM point by playing 1 (one) challenge game, i.e. one game against the PC.

49. A User may only create one Gaming Account and should not try to take advantage of the Bonus amount in any way.

### **General Terms of Usage**

50. All transactions and bets which may be conducted on the Gaming Platforms, Use of the Gaming Platforms and the Terms and Conditions and Privacy Policy themselves will be governed by the laws of Curacao only.

51. The User agrees to submit all disputes regarding transactions and Gaming contracts which may be conducted on the Gaming Platforms, Use of the Gaming Platforms and the Terms and Conditions and Privacy Policy exclusively to Courts in Curacao only.

52. Any User may open only a single Gaming Account on the Website and should conduct any transactions using that account on the Gaming Platforms using that Gaming Account. Any duplicate accounts or additional accounts opened using false information and declaration by any User ('Fraudulent Account(s)') may be cancelled at any time.

53. The User will be solely liable for any liabilities which may arise from the creation or Use of Fraudulent Accounts and the User agrees to indemnify and hold Us, Our Affiliates and Partners and other Users harmless against all claims, liabilities, demands, damages, or expenses (including attorneys' fees and expenses) arising out of or in connection with the Use of the Fraudulent Account(s).

54. Any User must open a single Gaming Account only for themselves and opening or operating or Use of any Gaming Account(s) for any other User or acting on their behalf is strictly prohibited.

**55. Any non-compliance with the provisions of the Terms and Conditions or the Privacy Policy or the laws of any jurisdiction which govern Us or the User may lead to the cancellation of the Gaming Account for the User and legal proceedings may be commenced against the User involved in such acts by Us or the law enforcement authorities. In these situations, We will not be responsible to provide any refunds or compensation of any funds in the Gaming Account or in any external wallets or funds linked to the Gaming Account.**

56. All Users have the responsibility to ensure that all transactions conducted on Gaming Platforms from their Gaming Account are settled. The User would be solely responsible for any transaction conducted from their Gaming Account and would be liable to pay for and settle any transactions all transactions including Ethereum Blockchain transactions conducted from their Gaming Account. Another person or software bot or a minor should not be provided with access or allowed to Use the Gaming Account belonging to a User at any cost and the User would be liable for all liabilities arising from their transactions or acts or omissions.

57. As a User of the Gaming Platforms, You understand and agree to the following:

- (a) We and Our Partners and Affiliates have exclusive rights including but not limited to intellectual property rights, ownership and moral rights over all components of the Gaming Platforms including but not limited to the Website.
- (b) The Gaming Platforms may contain protected intellectual property which belongs to Us and/or Our Partners and Affiliates and Users have no claim to the same.

- (c) The Gaming Platforms may contain licensed protected intellectual property which belongs to a third party and is being used by Us and/or Our Partners and Affiliates under a license or similar permission and Users have no claim to the same.
- (d) Although, We attempt to provide the highest degree of security and adhere to the latest cyber security guidelines, We cannot guarantee that the Gaming Platforms will be malware or Virus free. We request the User(s) to ensure that they ensure that the check the Gaming Platforms using their own antivirus or antimalware software before using them. We also request Our Users to install and maintain the latest version of operating system and security software and scan Our Website when accessing it. We will not accept any claims for any losses of any nature from the presence of any malware or virus in the Website or any other Gaming Platform and will not indemnify any Users for the same.
- (e) We retain the exclusive ownership and all other applicable rights including intellectual property rights over any content which may be generated by any User through his use of the Gaming Platforms. Even if the User may have inherent claims over such content in some jurisdiction, through use of the Gaming Platforms, the User has agreed to transfer all such rights without any additional compensation to Us.
- (f) We retain the exclusive right to terminate any license and block any User from using or accessing the Gaming Platforms at any time without providing any reason for the same. Users have no right to claim unhindered use of the Gaming Platforms.
- (g) We may discontinue the services of any or all of the Gaming Platforms at any time at Our sole discretion and Users have no claim to any compensation.
- (h) All User accounts and/or licenses are non-transferable without explicit written permission from Us.
- (i) The Terms and Conditions, Privacy Policy and any other related documents issued by Us may be changed at any moment without prior intimation to any User. The User would be provided with an opportunity to accept or decline with the changes once they have been made and a Gaming Account may be frozen, suspended or cancelled if a User does not provide his consent to the modified Terms and Conditions or Privacy Policy or any other related documents issued by Us
- (j) In case you click on any advertisement or other link provided in the Gaming Platforms, you may be directed to any external websites. We do not guarantee the safety or authenticity of any of these websites and We do not control them in any manner. Users are requested to take all necessary precautions while accessing them or sharing any information with them.
- (k) Gaming on any of the Gaming Platforms is high risk and can result in substantial losses. It can also be addictive, so please play responsibly.
- (l) We under no circumstances make any claims or guarantees of any profit by Gaming in any of the Gaming Platforms. Do not use any funds which are essential and use only funds which you may lose without any effect on your life.

- (m) You should not be involved in any bet on any Gaming Platform which you do not understand completely. In case you require any information on any of the games please contact Us through Our Website immediately. Also take advantage of the option to play all games without using real money to bet.
  - (n) We do not provide any warranty regarding the suitability of any part or the whole of Gaming Platforms and equipment used by Us including computer systems, technology, hardware, networks, software for a particular purpose including but not limited to use for skill-based Gaming and gaming and will not indemnify or compensate any User for any losses arising from the use of any of the Gaming Platforms.
  - (o) Any information provided by Us on any of the Gaming Platforms, the Website, any blogs maintained by Us or newsletters and emails sent by Us is not intended to be financial or investment advice and We do not accept the responsibility for the accuracy or the correctness of the information. We also do not accept any liability for any transactions conducted on the basis of such information.
  - (p) Hackers or other malicious groups or organizations may attempt to interfere with the Gaming Platforms in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, phishing attacks, smurfing and spoofing ('Hacking Attack(s)'). Although We make reasonable efforts to secure Our Users against such incidents, We cannot guarantee that Our Users will be protected. We will not accept any claims from any damages or losses arising from Hacking Attacks and will not indemnify Users for losses from Wallet(s) linked to their Gaming Account resulting from a Hacking Attack linked to Use of any Gaming Platform. Users are requested to maintain extreme caution and take steps to protect themselves from losses in their Wallets by maintaining an absolute minimum amount of funds on their Wallets.
  - (q) You may be liable under law in multiple jurisdictions for any illegal activities conducted on the Gaming Platforms and you will be solely responsible for all consequences of the same. We reserve the right to inform law enforcement agencies and regulatory authorities about any violation of laws and reserve Our right to proceed in terms of law to penalize such offenders and/or to protect Our interests.
52. We are not liable directly or indirectly whatsoever for any losses to any User for any of the following:
- (a) Any losses to a User or third party attributable to any delays, losses, errors or omissions resulting from the failure or mismanagement of the blockchain, or any computer equipment or software.
  - (b) Any loss or damage to data or records maintained by Us or the Ethereum blockchain
  - (c) Losses caused by Government or regulatory action of any country
53. As a User of any of the Gaming Platforms you declare that you will not:
- (a) Violate any intellectual property rights of any party including Us, Our Partners and Affiliates, Our advertisers and any other User.
  - (b) Indulge in activities which are prohibited by law in the jurisdictions which govern you and/or where We operate.

- (c) Indulge in any illegal activities prohibited by applicable national or international laws.
  - (d) Provide fraudulent or fake information or misrepresent as another person when opening a Gaming Account.
  - (e) Undertake any scraping, mining, denial of service attack, distributed denial of service attack, hacking or other illegal activities on any of the Gaming Platforms.
  - (f) Use the Gaming Platforms at any time to illegally spread any software or code.
  - (g) Modify the computer hardware or software that you use with the Gaming Platforms to transmit misleading or false information about your location, age or any other information that it seeks.
  - (h) Use any other User's Gaming Account.
  - (i) Disclose any bugs or security issues in any of the Gaming Platforms without disclosing it to Us and providing Us with a 30 (Thirty) day written notice that you intend to disclose it to any other party. The bugs or security issues discovered in the Gaming Platforms can at no time be used for any illegal purpose or for gaining an unfair advantage for Gaming in the Gaming Platforms.
  - (j) Upload, propagate or distribute any sensitive, potentially racial, criminal, pornographic or illegal content including information protected by intellectual property laws anywhere in the world.
  - (k) Disseminate, modify, reassemble, reverse-engineer or Use the Gaming Platforms in any manner which may be considered beyond the normal use of the Gaming Platforms.
  - (l) Use the Gaming Platforms and any linked platforms such as blogs or support forums for transmission of any illegal, false, frivolous, defamatory or fake information. We retain the sole right to delete any information from the Gaming Platforms and any linked platforms such as blogs or support forums uploaded by any party at Our sole discretion.
  - (m) Use the Gaming Platforms to secure any immoral or illegal gains.
  - (n) Use the Gaming Platforms and any linked platforms to harass, harm or perform illegal activities against other Users, Us or any other third parties.
54. We reserve the right to suspend the functioning of any or all of the Gaming Platforms including the Website for an indefinite period of time without prior notice in case of the following events:
- (a) When We believe that the Gaming Platforms may not be operated without harm to the interests of the User and/or the Company due to regulatory, economic, military, political or any other circumstances outside Our control which We determine may or already has severely affected Our functioning and/or the functioning of the Gaming Platforms.

### **Responsible Gaming**

55. As a responsible community member, xfunarcade.io is committed to promoting responsible skill-gaming practices. We firmly believe that public awareness and education is key in this effort.

### **Characteristics of Responsible Gaming**

- Responsible gamers understand that gaming by its nature entails risk
- Responsible gaming is done socially, with family, friends or colleagues.



- Responsible gaming is done for limited amounts of time, both in frequency and duration.
- Responsible gaming always has pre-determined, acceptable limits for losses.

### **Know your personal limits**

You can establish your own limits and provide direction to others by developing a set of personal guidelines to determine whether, when and how much to wager. The decision to wager is a personal choice. No one should feel pressure to wager, or feel that he or she must wager to be accepted. Wagering is not essential for having a good time. Wagering should not be perceived as necessary for having fun and being with friends.

What constitutes an acceptable loss needs to be established before starting to wager. Any money spent on wagering should be considered the cost of entertainment; people should only gamble with money they can afford to lose. For those who choose to wager, it is essential to know when to stop.

Borrowing money to wager should be avoided and discouraged. Borrowing money from a friend, relative or any other source of funds with the intention of repaying with gaming winnings is always high risk and inappropriate. There are times when people should not wager. Never wager when under the age of 18; when it interferes with work or family responsibilities; when in recovery for addictive disorders or dependencies; when the form of wagering is illegal; when wagering is prohibited by organizational policy; or when trying to make up for prior wager-related-losses ("chasing" losses).

There are certain high-risk situations during which wagering should be avoided. Avoid wagering when feeling lonely, angry, depressed or under stress; when coping with the death of a loved one; to solve personal or family problems; or to impress others.

Excessive use of alcohol when wagering on the Gaming Platforms can be risky. Irresponsible alcohol use can affect a person's judgment and interfere with the ability to control wagering and adhere to predetermined limits.

Keep wagering what it should be -- entertainment. Know how to set limits, and most importantly, know when to stop.

### **Eligibility**

56. Your eligibility depends on the laws and regulations involving online gaming in your specific jurisdiction.

If you reside in a location where lottery, gambling, sports Gaming or Gaming over the internet is illegal, please do not click on anything related to these activities on the Site. You must be 18 years of age to click on any Gaming or gambling related items even if it is legal to do so in your location. Recognizing that the laws and regulations involving online gaming are different everywhere, you are advised to check with the laws that exist within your own jurisdiction to ascertain the legality of the activities which are covered. When you interact with the Website or Gaming Platforms, please note that online gaming is an entertainment vehicle and that it carries with it a certain degree of financial risk if users use real money to wager. Players should be aware of this risk and govern themselves accordingly.

By accessing the games and content without wagering real money in the Gaming Platforms and by using the real-money Services on the Website, you affirm that you are 18 years old or older, and that you are playing in a jurisdiction where online gaming is permitted by law.

#### **Disclaimer and Indemnity**

57. Through acceptance of the T&C and the Privacy Policy, you accept to hold Us and Our Partners and Affiliates harmless for any physical, mental or financial harm which may be caused by your Use of any of the Gaming Platforms including the Website.
58. Although, We try to maintain the highest degree of functionality for the Gaming Platforms including the Website, there may be scheduled or unscheduled interruptions in service for reasons beyond Our control. We will try to inform Our Users at the earliest about such possible disruptions but may fail under certain circumstances. We do not undertake to honor any claims for losses arising from such disruptions.
59. Although, We try to build the most stable builds of Gaming Platforms, they may not perform as expected under certain circumstances. We request you to inform Us immediately about any such situations and stop using the Website and other Gaming Platforms immediately until We resolve the problem. We will not be liable to compensate the Users or any third party for any claims arising from the non-performance or failure of the Gaming Platforms provided that We have taken reasonable steps to prevent any such failure.
60. We may try to contact you periodically with offers, updates, news and other promotional services. None of this may be considered as financial or investment advice and We bear no liability from Use of such information. Users may unsubscribe from these notifications by contacting Us at [support@xfunarcade.io](mailto:support@xfunarcade.io) or through any other option provided by Us.
61. We do not ever request any financial information directly through phone, messages or email or through any other unsecure mode of communication and We request Our Users to report any such incidents to Us through email at [support@xfunarcade.io](mailto:support@xfunarcade.io). We will not be responsible for any financial losses incurred through such financial crimes.
62. Please forward all other notices to [support@xfunarcade.io](mailto:support@xfunarcade.io).
63. **Disclaimer of Warranties:** YOUR USE OF ANY OF THE GAMING PLATFORMS AND SERVICES ARE AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF BETS. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR -FREE BASIS, AND WE

MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT.

64. **LIMITATION OF LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED FIVE HUNDRED UNITED STATES DOLLARS (\$500). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.
65. Through Use of any of the Gaming Platforms, you agree to hold harmless, defend and indemnify Us and all Our subsidiaries, affiliates, partners, employees, advertisers, suppliers and all other related parties from and against any third party claim arising from or in any way related to the breach of the T&C, Privacy Policy and local or international applicable laws, rules or regulations in connection with your Use or access of the Gaming Platforms, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

#### **Queries and Clarifications**

66. In case of any complaints, suggestions, queries or clarifications you can contact Us at Our email id: **support@xfunarcade.io** and We will make Our best effort to respond to your queries within 1-2 (One to two) weeks. The Complaints in most cases should finally be resolved within around 2-4 (two to four) weeks of receipt of complete details and all information sought by Us.

67. We reserve the right to delete any content which We consider undesirable from Our Website, Social Media pages and other forums. We also reserve the right to block any Users from Our email inboxes, Website, Social Media pages and all other forums for posting content, which We consider undesirable or at Our sole discretion without assigning any reason.

#### **Other terms**

68. All Communication shall be made with Us and will be made by Us in English only.

69. The Privacy Policy and Terms and Conditions may be updated from time to time and the version available on the Website on a given date will be considered as the governing document for any incidents arising on that date. Only the latest version of the Privacy Policy and Terms and Conditions will be available on the Website. Users have the sole responsibility to download and save any copies of the Privacy Policy and Terms and Conditions on a particular date if they require them. No request for supplying older versions of the Privacy Policy and Terms and Conditions will be accepted. The Terms and Conditions will not be interpreted against one party merely as it was drafted by the party.

70. **Force Majeure:** The Company shall not be held responsible for any delay or failure in performance arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, or national disasters.

71. For purposes of this Terms and Conditions document, whenever the context requires:

- (a) the singular number shall include the plural, and vice versa;
- (b) the masculine gender shall include the feminine and neuter genders,
- (c) the feminine gender shall include the masculine and neuter genders,
- (d) the neuter gender shall include the masculine and feminine genders; and

the words include and including, and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words without limitation.

72. By using the Website and any other Gaming Platform, the User accepts that he/she has read and accepted the entire Terms and Conditions document and is legally competent to provide consent under laws of all jurisdictions which cover his Use of the Gaming Platforms.

73. In case You are resident within the European Union, Your consent to these Terms and Conditions shall also be considered as “unambiguous consent” in terms of Article 7 of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 whereby You have permitted collection, transfer and processing of Your Personal User Information and Anonymous Information anywhere across the world. Under GDPR directives, European Union Residents provide valid consent when they open a gaming Account by signing a document or clicking on any required buttons or through email or by use of any other authentication options provided by the Website or through any other mode that is required under law.