

**Mobi2Fun Mobile Entertainment (Bangalore) Pvt. Ltd. (Mobi2win)**  
**Terms of Use**

Hello and welcome to the Terms of Use (“**Terms**”) of Mobi2Fun Mobile Entertainment (Bangalore) Pvt. Ltd. a private limited company incorporated under the Companies Act, 2009 with its registered office at No.52, Prestige Hosto Chambers, 1<sup>st</sup> Main Road, Sheshadripuram, Bengaluru -560020 (“**Mobi2win**”, “**We**”, “**Us**”, or “**Our**”). Mobi2win provides HTML5 games for WAP, VAS, DTH, browsers, messengers, websites, and mobile applications. These games are either created by Mobi2win or independent developers who sell/license their HTML5 games to Mobi2win. These games run online within a browser and do not have to be downloaded or installed.

By accessing or using the Platform (defined below) you agree to be bound by these Terms. Your agreement with us includes these Terms, the Privacy Policy available at <https://www.mobi2win.com/privacypolicy.pdf> (collectively “**Agreement**”).

**IF YOU DO NOT AGREE WITH THESE TERMS, THEN PLEASE REFRAIN FROM USING THE PLATFORM. BY ACCESSING OR USING THE PLATFORM, YOU IRREVOCABLY ACCEPT THE AGREEMENT AND AGREE TO ABIDE BY THE SAME (AS UPDATED FROM TIME TO TIME).**

**Definitions**

“**Contest**” is an event in which Contestants compete to score the highest points in the Games hosted by Mobi2win on their Platform. Contest can be either ‘Paid’ or ‘Free to play’. Paid Contests will require the Contestant to pay an entry fee to participate. Free to play shall be open to all Contestants.

“**Contestant**” is a User (defined below) who meets the eligibility criteria as detailed in Clause 4.1 (below) and participates in Contests that are hosted by Mobi2win on their Platform.

“**Currencies**” means the Deposits, Tokens and Winnings (collectively).

“**Deposits**” or “**Deposit Balance**” is the amount added by the Contestant to his/ her Account through his/her Paytm e-wallet. The Deposit conversion ratio is INR. 1/- (Rupees One Only) = INR 1 (one) addition to the Contestant’s Deposit Balance.

“**Games**” shall mean the HTML5 games that are licensed / owned / developed by Mobi2win and made available to Users on the Platform.

“**Personal Information**” means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

“**Platform**” means the website available at <https://www.mobi2win.com/> and any subdomains (“**Website**”) and the Mobi2win mobile application on Android (“**Application**”).

“**Token**” is an award that may be given to a Contestant at Mobi2win’s sole discretion.

“**User(s)**”, “**You**”, “**Your**”, or “**Yourself**” refers to any person who meets the eligibility

criteria as detailed in Clause 2 (below). For clarity, a User becomes a Contestant when he meets with the eligibility criteria and creates a Contestant Account.

“**Winnings**” or “**Winning Balance**” is an award given to a Contestant for being a top scorer in a particular Contest.

### **1. Parties to the Agreement**

These Terms describe a contractual agreement between You, the User of the Platform, and Mobi2win regarding Your use of the Platform. Mobi2win has the right to refuse access in its discretion for any or no reason. Without limiting the foregoing, You specifically acknowledge that Mobi2win reserves the right to terminate or limit Your access in the event that Mobi2win determines, in its sole discretion, that You have violated the policies of Mobi2win or any forum used by You, including the activities that adversely affect the experience of other Users.

### **2. Eligibility Criteria for User(s)**

- 2.1. You must be at least 13 years of age to access and use the Mobi2win Platform. If You are between the age of 13 to 17 years, Your access to the Platform should be permitted by Your parent or legal guardian.
- 2.2. You (or Your parent/guardian) must agree to be bound by these Terms;
- 2.3. You must be a resident of India;

If You do not meet any or all of these criteria, please DO NOT use the Mobi2win Platform.

### **3. General Disclaimers**

- 3.1. By use of the Platform, You agree that You meet with the Eligibility Criteria as detailed in Clause 2 (above) and that You are fully able and competent to understand and accept this Agreement as a binding contract and to abide by all Terms.
- 3.2. You shall not access the Platform by any other means other than through the interfaces that are provided by Mobi2win and not acquire, copy, or monitor any portion of the Platform in any way to reproduce or circumvent the navigational structure or presentation of the Platform, to obtain or attempt to obtain any materials, documents, or information through any means not specifically made available through the Platform.
- 3.3. You shall not host, display, upload, modify, publish, or share any information on the Platform that:
  - (a) belongs to another person to which You do not have any right to; or
  - (b) is grossly harmful, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, racially objectionable, disparaging, relating to encouraging money laundering or gambling or otherwise unlawful in any manner; or
  - (c) engages in any activity that interferes with or disrupts access to the Platform or Mobi2win servers / networks; or

- (d) falsifies or deletes any author attributions, legal or other notices, proprietary designations, labels of the origin or source of software, or other material on the Platform.
- 3.4. Mobi2win shall not be liable for any misuse of the Personal Information shared by You with Us or a third party on Your profile on the Platform, chat rooms, forums, or game comments.
- 3.5. Mobi2win reserves the right to change these Terms from time to time, and such changes will become applicable to You if You continue to use the Platform at any time after such changes are posted on the Platform. Where We believe that any changes are material, We will notify You through either an in-app notification, or SMS, or push notifications, or email You have provided Us, but regardless of whether You receive such notice, any changes will become effective if You use any of the Platform at any time after such changes are published on this page. We recommend that you visit this page periodically to be sure You are aware of the most recent Terms.
- 3.6. If You do not agree to these Terms, do not use any of the Platform, and if You do not wish to agree to any changes to these Terms, please cease using the Platform.

**Mobi2win may organize Contests on the Platform, and to participate in such Contests, the Users need to be in compliance with these Terms, more particularly, Clause 4 (below), and any additional criteria shared on the Platform.**

#### **4. Contest Terms and Conditions**

The following terms and conditions govern the Contestant's participation in the Contests hosted by Mobi2win on its Platform. Each Contest may have its own set of rules ("**Rules**") and in the event of any conflict between these Terms and the Rules of the relevant Contest, the Rules shall supersede the Terms.

##### **4.1. Eligibility Criteria (Contestants):**

You need to fulfil each of the following eligibility criteria to participate in a Contest:

- (a) You should be an individual, legal resident of the Republic of India, residing anywhere in India except the states of Assam, Odisha, Telangana, Nagaland, and Sikkim ("**States with Limitation**");
- (b) You have a billing address within the territory of India, except the States with Limitation;
- (c) You should be of an age of 18 years or above at the time of entry into the Contest;
- (d) You need to have a registered Paytm e-wallet linked to your Account;
- (e) You are not restricted by limited capacity;
- (f) You are not a compulsive player;

- (g) You are not depositing money originating from crime and/or unauthorized activities into Your Account; and
- (h) You are not using Your Account to conduct any criminal/illegal activities.

*Mobi2win employees and their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren) are not eligible to participate in Contests.*

#### **4.2. Contestant Account:**

4.2.1. To participate in a Contest You must provide Your mobile phone number, linked to Your Paytm e-wallet. The mobile phone number shared by You, will be verified by Mobi2win using an One Time Password (“OTP”) system. Upon You, successfully verifying the OTP, an account will be created for You (“Account”).

4.2.2. By registering for an Account, You represent, warrant and agree that:

- (i) You meet with the eligibility criteria as detailed in Clause 4.1 (above);
  - (ii) You are using Your actual identity and a mobile phone number registered in Your own name;
  - (iii) You will provide only true, accurate, current, and complete information about Yourself on the Platform; and
  - (iv) You will maintain and promptly update the information that You provide on the Platform to keep it true, accurate, current, and complete.

4.2.3. In course of the use of the Platform, You may be asked to provide certain Personal Information to Mobi2win. Mobi2win’s information collection and use policies with respect to privacy of such information are set forth in the Privacy Policy available at <https://static.Mobi2win.com/privacy-policy.pdf>

4.2.4. Your Account is for Your personal use only. You may not impersonate someone else. By creating an Account after providing a mobile phone number and verifying it using an OTP, You represent, warrant, and agree that You are authorized to use the Platform and participate in Contests.

4.2.5. You further agree that You will be solely responsible for the maintenance and security of Your Account.

4.2.6. You also agree that You will be solely responsible for any activities conducted on or through Your Account regardless of whether or not You are the individual who undertakes such activities. This includes any unauthorized access and/or use of Your Account. If you detect any suspicious activity on Your Account, You will inform Us immediately by writing an email to [help@Mobi2win.com](mailto:help@Mobi2win.com).

4.2.7. Accordingly, You release and hold harmless Mobi2win from any and all claims and causes of action arising out of or resulting from a third party’s unauthorized access or use of Your Account.

4.2.8. Each time You log into the Account with Your mobile phone number and verifying it using an OTP, You confirm the acceptance of these Terms. You shall not assign Your rights and responsibilities pursuant to the Agreement to any third party.

4.2.9. Mobi2win reserves the right to deny or revoke Your access to the Platform, or deactivate Your Account completely, or any part thereof, at any time in its sole discretion, with or without cause. If You wish to discontinue using Your Account, or if You become aware of any loss, theft, or unauthorized use of Your Account, please notify Mobi2win immediately by sending an e-mail to [contact@mobi2win.com](mailto:contact@mobi2win.com).

If You are dissatisfied with the Platform, Your sole remedy is to discontinue using the Platform.

#### 4.3. Contest Disclaimers:

**THE USER MUST MEET WITH THE ELIGIBILITY CRITERIA AS DETAILED IN CLAUSE 4.1. THE GAMES ARE BASED ON SKILL AND NOT CHANCE.**

**ONLY INDIAN CITIZENS, RESIDING IN INDIA EXCEPT IN THE STATES OF ASSAM, SIKKIM, NAGALAND, ODISHA, AND TELANGANA ARE ELIGIBLE TO BE A PART OF THE CONTEST. IF YOU ARE NOT RESIDING IN THE TERRITORY OF INDIA PLEASE DO NOT SIGN UP FOR THE CONTEST.**

**ANY AMOUNT RECEIVED BY MOBI2WIN AS AGAINST THE CONTESTANT DEPOSIT SHALL BE NON-REFUNDABLE.**

**THE CONTESTANTS MAY USE THE CURRENCIES IN THEIR ACCOUNT TO ENTER THE CONTESTS RUNNING ON PLATFORM, WHERE THE MAXIMUM PARTICIPATION LIMIT HAS NOT BEEN REACHED.**

**CONTESTANTS REQUIRING INFORMATION ON TAX OR LEGAL ISSUES ARE RECOMMENDED TO CONTACT AN ADVISOR OR THE AUTHORITIES IN INDIA**

#### 4.4. Charges

4.4.1. The Contestant shall be liable for all charges that Paytm may possibly debit for the transfer of monies between the Contestant's Paytm e-wallet and the Platform ("**Transaction Charges**").

4.4.2. The Contestant gives his/her consent to direct debiting of the Contestant's Paytm e-wallet for any Transaction Charges. For promotional purposes, Mobi2win may bear these Transaction Charges from time to time. However, such an event will not constitute a waiver of any subsequent Transaction Charge.

#### 4.5. Contestant - Deposits, Tokens and Winnings.

4.5.1. **Purchase** - Contestants may purchase Deposit through their Paytm e-wallet. Any Deposit to the Account of a Contestant is non-refundable;

4.5.2. **Entry Fee** - the Deposit and Winnings may be used as entry fee for the paid Contests. There may be certain paid Contests which may allow for part payment of the entry fee in the form of Tokens and the remainder of the entry fee for such Contests would have to be paid from the Deposit/ Winnings;

4.5.3. **Awards** – Awards for all Contests shall be declared in the Rules of such Contest. All awards are either in the form of Deposits or Tokens or Winnings. Mobi2win at its sole discretion reserves the right to provide Contestants Deposits or Tokens or Winnings in the form of awards for performing identified tasks and activates on the Platform i.e. activities like referring the Platform to potential users, uploading Mobi2win profile photos', etc.;

4.5.4. **Withdrawal** – Only Winnings alone may be withdrawn by the Contestant from his/ her Account to his/ her respective Paytm e-wallet linked to the Account;

4.5.5. **Expiry** – Tokens alone may expire based on the validity provided therein;

#### 4.6. Contestant Obligation

Contestant shall:

4.6.1. Ensure that he/she is compliant with the terms of any third party service provider facilitating the payments;

4.6.2. Not be entitled to Currencies obtained through cheating or other breaches of the relevant Contest Rules on the Platform or these Terms, criminal activities, the manipulation of the gaming system, or by any other inappropriate means (“**Cheating**”);

4.6.3. Not pledge the Currencies in the Contestant’s Account;

4.6.4. be solely responsible for any taxes which may arise in connection with encashing the Currencies from the Contestant’s Account to the Contestant’s Paytm ewallet; and

4.6.5. be solely liable for all direct taxes under applicable and statutory laws, in connection with the encashment of Currencies by the Contestant. The reward may be subject to withholding taxes and/or other levies, cess, etc. as per applicable law. Mobi2win shall not be liable for payment of any tax on the reward.

#### 4.7. Mobi2win’s Rights

Mobi2win shall:

4.7.1. reserve the right to change the accepted method of payment at its sole discretion;

4.7.2. not warrant that the method of payment is available at all times;

4.7.3. Monitor all accounts and/ or money transactions to prevent money laundering activities,. Any suspicious activity may be reported to the relevant authorities;

4.7.4. reserve the right to verify the entitlement of the Contestant and, in case of doubt, may withhold the payment of the Currencies;

4.7.5. not be liable to pay any interest against any balance amounts of Currencies held in Contestant’s Account on the Platform for any period of time;

4.7.6. accept a minimum Deposit amount of INR 1/- (Rupees One. Mobi2win reserves the right to amend the limit or arrange for additional and repeated examinations on Deposits at its sole discretion;

4.7.7. reserve the right to : (i) limit Contestant's participation in the Contests; and/or (ii) withhold any Currency in the Contestant's Account for a time period decided by Mobi2win if such Contestant is suspected of Cheating;

4.7.8. not be responsible for any damages that could occur as a direct or indirect result of a delay or inability to complete payment of the Currencies.

#### **4.8. Termination/ Suspension of the Contestant Account by the Contestant**

The Contestant may at his/ her will terminate or suspend his / her Account by sending an email to [help@Mobi2win.com](mailto:help@Mobi2win.com). All Currencies in such terminated Account shall stand forfeited by You unless the Contestant is able to withdraw the Currencies in accordance with these Terms.

In the event of suspension of an Account, the Currencies shall be frozen and held in the Account for a period of 6 (six) months. If You fail to reactivate Your account within the stipulated timeline, the Currencies in Your Account shall be deemed forfeited.

#### **4.9. Contest Entry Receipts**

Mobi2win does not issue receipts for entries in the Contests. The entries are accounted within the Account on the Platform. It is the responsibility of the Contestant to ensure that the entries are accurate. The Contestant may report any inaccuracies to [contact@mobi2win.com](mailto:contact@mobi2win.com)

#### **4.10. Complaints**

If any Contestant does not receive Currencies in spite of being one of the winners in a Contest (or if a Contestant's request to encash Winnings to his / her Paytm e-wallet fails), such Contestant is required to submit an email to Mobi2win on [contact@mobi2win.com](mailto:contact@mobi2win.com) within 30 (thirty) days from the date on which such Currencies were due to be credited in the Contestant's Account. Failure to report the same within the stipulated timeline shall result in the Contestant losing claim over such Currencies.

### **5. Limitations on Contestants**

#### **5.1. General**

Contestant undertakes to always follow the applicable gaming rules for all Games that are listed as part of the Contests. Any breach of the gaming rules or the Terms will automatically mean that the Contestants entry to the Contest is declared void and the Contestant will forfeit their entitlement to any winnings from any such void Contests.

Mobi2win reserves the right to declare a Contest void at any time.

If the Contestant discovers a bug or any other error in the system, he/she must immediately log out from the Platform and write an email to Mobi2win at [help@Mobi2win.com](mailto:help@Mobi2win.com). The Contestant may never profit from a bug or error in the Platform.

## 5.2. Invalid Contestants and forbidden behaviour

5.2.1. The Contestant must personally perform all actions in regards to the Account and all payments to the account shall be made solely for the benefit of the Contestant.

5.2.2. The following behavior, amongst other things, is strictly forbidden in relation to the Contests use or attempted use, of external gaming assistance programs (EPA programs) including but not limited to, program or non-program based databases and profiles, for instance websites and subscription services created with the purpose of giving the Contestant an unfair advantage.

5.2.3. Mobi2win reserves the right to declare the entry of a Contestant void, entirely or partly, should it become evident that:

- (a) it has been offered, requested, or accepted on the grounds of an error; or
- (b) the Contestant or third parties acting in cooperation with the Contestant jointly intend to evade the Agreement; or
- (c) the Contestant or other party acting in cooperation with the Contestant may directly or indirectly influence the end result and/or the outcome of the Contest.

## 5.3. No Refund

Any money added from the Contestant's Paytm e-wallet to the Platform as Deposit is non-refundable. For clarity, even if the Contestant is unable to participate in a Contest due to network failure or any other computer related issue (in spite of having used Currencies as the entry fee), there will be no refund of any Currency.

## 6. No Representations of Warranties

User not limiting his/her statutory rights, expressly acknowledges and agrees to the following:

- a. The Contestant is participating in the Contest at his or her own risk;
- b. The Platform is provided "as is", Mobi2win expressly disclaims all express or implied representations or warranties;
- c. There may be delays in Mobi2win's network and systems; and
- d. Mobi2win reserves the right to publish the result of any/ all Contests.

## 7. No Guarantees

Among other things, Mobi2win does not guarantee that:

- a. The Platform will meet the User's expectations; or
- b. The Platform will be accessible without interruption or in a timely, reliable, or faultfree manner; or
- c. The results obtained through use of the Platform will be correct and reliable; or
- d. The quality of the products, services, information, or other material purchased or obtained by the User through the Platform will meet the User's expectations.

The User shall be solely responsible for damages to his or her data system or for loss of data arising from downloads of content from the Platform.

No guidance or information, written or oral, obtained from Mobi2win or via the Platform, shall constitute any warranty, which has not specifically been stated in these Terms.

**8. Limitation of Liability**

Users specifically acknowledge and agree that in no event shall Mobi2win be liable for any direct or indirect damage, including but not limited to, delay, damages caused by unused opportunity of the Platform, loss of profits, goodwill, licenses of data, or other financial loss arising out of: the use of the Platform or inability to use the Platform; costs arisen from acquiring a replacement of any product or service that is based on any item, data, information, or service purchased through the Platform, from any message received through the Platform or any transactions made by means of the Platform; third party claims against the player; unlawful access to or modifications of data transmissions; or any other circumstances related to the Platform.

Mobi2win exempts itself from any claims for damages relating to the Platform access, function, quality, possible errors such as spelling errors, bugs, and other factors relating to the Platform.

Mobi2win shall not be liable for any indirect or unforeseeable damages caused to the Users under any given circumstances.

The User(s) shall maintain confidentiality of his/her User credentials and shall be responsible for any access made through his/her account. The User shall immediately notify Mobi2win of any actual or suspected unauthorized use of User's credentials and may be liable for the Mobi2win's losses or such other parties as the case may be, due to any unauthorized use.

**9. Force Majeure**

Mobi2win shall not be liable for any damages whatsoever arising out of force majeure or other similar circumstances, directly or indirectly affecting Mobi2win and unreasonably complicating Mobi2win's activities. Examples of force majeure events are real or potential labour disputes, governmental actions, war or threat of war, sabotage, civil unrest, demonstrations, fire, storm, flooding, explosion, earthquake, provisions or limitations of materials or resources, inability to obtain the relevant authorization, accident, and defect in electricity or telecommunication network. Force majeure or other event beyond Mobi2win's control hindering, delaying or complicating the maintenance of the Platform entitles the Mobi2win to suspend or limit the Platform until further notice.

**10. Intellectual Property Rights**

The content of the Platform is protected by Indian and international copyright acts and treaties. All reproduction or distribution of any material on the Platform, including but not limited to text, photographs, movies, music and software programs is strictly prohibited, unless explicitly stated otherwise. Mobi2win reserves any and all rights not expressly granted herein.

Mobi2win's trade name, logotype, and all related trademarks, product and/or service names and slogans used in the Platform are the property of Mobi2win and may not be

used in any way without the prior written approval of Mobi2win. Users use of the Platform shall not be construed as the grant of any license or right to use any trademarks or names appearing on the Platform.

## 11. Advertisements

Mobi2win may include or offer third party products on the Platform through digital advertisements, whether fetched directly from advertisers or sourced from ad networks

Mobi2win shall not be liable for any privacy practices or the content shared by the business partners, advertisers, sponsors or other websites to which Mobi2win provides links on the Platform.

The Users shall be responsible for checking the privacy policy and terms of use of such third-parties before exploring their websites to safeguard their interests.

## 12. Term and Termination

**Term:** This Agreement is valid until further notice.

**Termination:** Contestant(s) whose Accounts have been suspended / frozen/terminated on the basis of the reasons cited below, will not be entitled to participate in any Contest until Mobi2win at its sole discretion lifts such suspension/freezing/termination. Freezing can occur in relation to the entire Platform or certain sections of the Platform.

- A. Mobi2win may at its sole discretion and without prior notice, suspend/freeze/terminate the User's access to the Platform if he/she violates or attempts to violate the security of the Platform including, without limitation:
- i. accessing data not intended for You or logging on to a server or Contestant Account the User is not authorised to use;
  - ii. attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures without authentication; or
  - iii. accessing or using the Platform without authorisation, in violation of these Terms or in violation of applicable law.

Violations of system or network security may result in civil or criminal liability. Mobi2win will investigate occurrences that may involve such violations and cooperate with law enforcement authorities in prosecuting Users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Platform or any activity being conducted on this Platform.

- B. Mobi2win may at its sole discretion and without prior notice, suspend, freeze or terminate the Contestant's Account under the following circumstances:
1. The Contestant violates any or all terms of this Agreement or instructions on the Platform;
  2. The Contestant shares false information at the time of signing up for the Contest(s);
  3. Mobi2win has reason to suspect a crime, misuse, fraud, or attempt of such in relation to use of the Platform;

4. The Contestant accesses or tries to access the Contest from any unauthorised location(s);
5. The Contestant obtains Currencies through cheating or other breaches of the relevant game rules on the Platform or these terms criminal activities, the manipulation of the gaming system, or by any other inappropriate means.
6. No transactions have been registered for the Contestant Account for a period of 24 months;
7. Mobi2win considers it to be necessary for safety reasons or Mobi2win's reputation; or
8. Mobi2win is forced to do so pursuant to legislation or ruling of a competent authority.

### **13. Indemnity**

13.1. The Users shall indemnify, defend, and hold harmless Mobi2win and its affiliates, if any, from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs, and expenses (including legal and statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Mobi2win that arise out of, result from, or in connection with:

- i) the User's breach of these Terms;
- ii) any claims made by any third party due to, or arising out of, or in connection with User's use of Mobi2win Platform or participation in a Contest on the Platform or winning/claiming the reward of such Contest; iii) the User's violation of any rights of another, including intellectual property rights; and
- iv) the User's violation of any applicable laws.

13.2. Notwithstanding anything to the contrary in these Terms, in no event shall Mobi2win and its affiliates, if any, be liable to the User or anyone claiming through the User in respect of any subject matter of these Terms or Contest(s) under contract, negligence, strict liability or other legal or equitable theory for any special, incidental, indirect, consequential, exemplary or punitive damages, loss of goodwill, loss of revenue, loss of opportunity, loss of anticipated profits, whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Mobi2win has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty or negligence or any other claim arising out of or in connection with the use of or access of the Platform.

### **14. Applicable Law and Jurisdiction**

These Terms shall be governed by the laws of India.

You agree that Mobi2win is solely based in India, and nothing shall give rise to personal jurisdiction over us in jurisdictions other than New Delhi, India and you shall not raise any claims against us in any court or forum in any jurisdiction other than New Delhi, India.

Any claim or dispute between the Contestant and Mobi2win will be entertained and tried solely and exclusively by a court of competent jurisdiction located in New Delhi, India and no other place whatsoever.

**15. Legal Aspects**

Mobi2win only offers cash tournaments in games of skills.

Participating in games of skill competitions for cash prizes is LEGAL in all states of India except Assam, Odisha, Sikkim and Nagaland and Telangana.

**16. Severability**

If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that portion shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision. The remainder of the Terms shall continue in full force and effect.

**17. Waiver**

No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Mobi2win. Any consent by Mobi2win to, or a waiver by Mobi2win of any breach by the User, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**18. Games of Skill**

A “**Game of Skill**” is a game where the outcome is determined mainly by mental or physical skill rather than by chance. Mobi2win does not support, endorse or offer to Users ‘games of chance’ for money. It is the dominant element of skill or chance which determines the character of the game. The outcome or success in the games hosted on Mobi2win platform is directly dependent on the Contestant’s effort, performance and skill. Contestant’s skill and knowledge of the game may be enhanced with familiarity and practice.