

FUNTASY USER AGREEMENT

- 1)** Our Company/Firm EASOFY, an Website & Software Development Firm, has developed this Game named as FUNTASY. The following are the terms which the user need to abide by in order to play the game . the terms and conditions of the game are mentioned below:
- 2)** For the purpose of these Terms of Use, wherever the context so requires "You", "Your" or "User" shall mean any natural person who uses the Website for availing the Services. The term "We", "Us", "Our" shall mean the Company/firm, its employees, and authorised agents that perform any services on the Company's/firms behalf.
- 3)** The Website and the App(if any) are collectively referred to as the "Service". These terms of usage ("Terms of Use") govern Your use of the Service. By using or visiting the Website, or by using any Content or information provided as part of the Website/Services, You shall be deemed to have read, understood and accepted to
 - (i) be bound by these Terms of Use;
 - (ii) accept and agree to the rules of each Game made available through the Service,
 - (iii) give consent to the collection, use, disclosure and other handling of information as described in our Privacy Policy.
 - (iv) If you do not agree to all the terms of use, then you may not access or use the Service.
- 4)** We reserve the right to make changes to these Terms of Use at any time. Any such modifications will become effective immediately upon posting to the Website. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to the Terms, in our sole discretion, is material, we will notify you by contacting you through the email address associated with your account. Use of the Service by you after any modification to the Terms of Use constitutes your acceptance of the Terms of Use as modified.

Terms and conditions for playing the game :

- a) Minimum Age of participation : any person aged 12 (Twelve) years and above;
- b) You can make team of your own choice, containing 11 players, with the right balance, as mentioned below.
- c) You have a purse of 1000 VC (virtual currency), each player has a price attached, which would not change during the course of the game.
- d) Team must be saved before the start of the match. Changes done after the start of the match, will be considered for the next match.
- e) Team Balance
 - > 7+ players who can bat (Batsmen, Allrounders, Wicket Keepers)
 - > 6+ players who can bowl (BOW, ALL)
 - > 1+ player who can keep (WKT)
 - > Maximum 4 overseas players
- f) No points for any substitute fielder.

- g) The points scored by the Power Player will be doubled.
- h) The detailed Scoring System is available at funtasy.co.in/rules.php
- i) There are 2 modes of the Game
1. Season Mode
 - You have to manage one team throughout the season
 - Substitutions allowed :
 - Unlimited Subs before League Stage
 - 140 Subs for League Stage
 - Unlimited Subs between League Stage & Playoffs
 - 10 Subs for Playoffs Stage
 - The one with maximum points (added from all the matches) will be the winner.
 - In case of a tie (a rare case), team which used more unique players, will be the winner.
 - Winner of season mode will be awarded a Grand Prize of ₹5000.
 2. Quick Challenge Mode
 - New Team to be formed before every match
 - The one with maximum points will be the winner
 - In case of a tie (a rare case), score of Power Player will be considered to decide the winner. If there is still a tie, the team which was saved earlier will be the winner.
 - Winner of every match will be awarded a Cash Prize of ₹100.
- j) The mode of payment for Cash Prize or the Grand Prize will be communicated with the winner of the game. The identity of the winners will be verified, before the prize money is awarded.

5) Game of Skill

You acknowledge, agree and confirm that the Game described in above is a games of skill as the success of Participants in such games depends primarily on their relative knowledge of

- ✓ the game of cricket;
- ✓ cricket statistics;
- ✓ attention and dedication towards the Game(s);
- ✓ the performance of players in in a particular territory, conditions and/or format (such as ODIs, test cricket, T20 or T20 Internationals);
- ✓ adroitness in playing the Game (s).

The Game(s) also requires Participants to field well-balanced sides with limited resources and, in some cases, make substitutions at appropriate times to gain the maximum points. By participating in such Game(s), each Participant acknowledges and agrees that he/she is participating in a game of skill.

6) Eligibility of the User

- You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Use and to abide by and comply with these Terms of Use.
- By participating in any Game on the Website/App, you represent and warrant that:
 - You are a natural person, of the Minimum Age, competent to contract, have read, understood and agree to be bound by these Terms of Use;
 - You are a citizen or resident of India and that you have an address in India;
 - At the time of entering a game, you are physically located in India in a jurisdiction in which participation in the Game is not prohibited by applicable law;
 - You will abide at all times by these Terms of Use and any other agreements between you and the Company regarding your use of the Service or participation in games; and
 - If you do not meet the eligibility requirements of this section, then you are not authorized to use the Service.
 - The Company may require You to provide documentary proof that you are eligible to participate in the game ,prior to You receiving a prize. This includes by requesting that you fill out an affidavit of eligibility. To the extent the Company requests that you fill out such an affidavit and you fail to do so within a specified time as communicated in the official communication released by the Company, or the Company otherwise determines that you do not meet the eligibility requirements of this section, in addition to any rights that the Company may have in law or equity, the Company reserves the right to terminate your account and withhold or revoke the awarding of any prizes associated with such account. In such a situation, the Prizes will be forfeited.
 - You may establish, maintain, use and control only one account on the Service. In the event the Company determines that you have opened, maintained, used or controlled more than one account, in addition to any other rights that the Company may have, the Company reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any prizes.
 - The Company employees may use the Service ONLY for the purpose of testing the user experience, but may not withdraw money or prizes. Consultants of the Company or promoters of the Service may play in Games without limitation, but only if (i) their arrangement with the Company does not permit them to have any access to non-public Service data or any other data not made available to all players on the Service and (ii) they do not receive any other advantages in their play on the Service.
 - Athletes, coaches and other team management, team support personnel (e.g. without limitation, team physicians) and team owners may not participate in any Games. Team owners, umpires, league employees, franchise team officials, and other individuals who through an ownership interest or game-related employment can influence the gameplay are likewise ineligible.

7) Disqualification and Cancellation

- The Company reserves the right to cancel any Games, in its sole discretion, without any restrictions.
 - The Company, in its sole discretion, may disqualify you from a game or the entire Service, refuse to award fantasy points or prizes and require the return of any prizes, or suspend or terminate your account if you engage in conduct that the Company deems, in its sole discretion, to be improper, unfair or otherwise adverse to the operation of the Service or in any way detrimental to other users.
 - Improper conduct includes, but is not limited to: falsifying personal information required to use the Service or claim a prize;
 - violating any of these rules, accumulating points or prizes through unauthorized methods such as automated scripts or other automated means;
 - tampering with the administration of the Service or trying to in any way tamper with the computer programs associated with the Service;
 - obtaining other entrants' information and spamming other entrants;
 - abusing the Service in any way; or
 - otherwise violating these Terms of Use.
- 8) You acknowledge that the forfeiture and/or return of any prize shall in no way prevent the Company from pursuing criminal or civil proceedings in connection with such conduct.
- 9) You acknowledge and confirm that the Service MAY NOT BE USED FOR ANY FORM OF GAMBLING.
- 10) In all disputes arising out of the determination of the winner of the Games or Sporting Events, the Company is the sole judge and its actions are final and binding on all Users.
- 11) The Winners shall be responsible for payment of any other applicable tax, including but not limited to, income tax, gift tax, etc. in respect of the prize money.
- 12) You acknowledge that the Company may or may not pre-screen User Content, but that the Company and its representatives have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, undelete, modify and/or move any User Generated Content available via the Service. Without limiting the foregoing, the Company and its representatives shall have the right to remove any User Generated Content that violates these Terms or is otherwise objectionable in the Company's sole discretion.
- 13) You understand that by using the Service, you may be exposed to User Generated Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Generated Content. You further acknowledge and agree that you bear the sole risk of reliance on any Content available on or through the Service.
- 14) Indemnification

You agree to release and to indemnify, defend and hold harmless the Company and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Service, your violation of these Terms of Use, your receipt, ownership, use or misuse of any prize, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. The Company reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the Company in the defense of such matter.

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND SERVICE.

YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICE IS AT YOUR OWN RISK.

RECOGNIZING THE RISKS OUTLINED IN CLAUSES ABOVE, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SERVICE;

THE USE OR THE INABILITY TO USE THE SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;

STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE;

ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US;

ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE ENTRY INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS;

FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT AN ENTRANT TO PARTICIPATE IN THE SERVICE);

ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SERVICE OR ANY OTHER WEBSITE;

THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES, IMAGES OR OTHER CONTENT OF ANY KIND;

DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST;

TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR

ANY OTHER MATTER RELATING TO THE SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR GENERAL USE OF THE SERVICE DURING THE TERM OF YOUR REGISTRATION FOR THE SERVICE.

15) Severability

If any part of the Terms of Use are determined to be invalid or unenforceable pursuant to Applicable Laws, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use for Services shall continue in effect.

16) General

Unless otherwise specified herein, these Terms of Use for Services and the Privacy Policy (provided on the Website) constitutes the entire agreement between you and the Website, in respect of the Services and supersedes all previous written and oral agreements between You and the Website, if any. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

17) Governing Law

Terms of Use shall be governed by and constructed in accordance with the laws of India, without reference to conflict of laws principles. The courts in Nagpur, India shall have the exclusive jurisdiction to determine any disputes arising in relation to, or under, these Terms of Use. You agree to submit to the jurisdiction of the courts in Nagpur, India and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

18) Disclaimer

The Company hereby states and confirms that the Service is not affiliated in any way to and claims no association, in any capacity whatsoever, with the (i) International Cricket Council ("ICC") or any national cricket board or team, (ii) Board of Control for Cricket in India ("BCCI"), the Indian Premier League ("IPL") or any IPL franchises, or (iii) any other domestic cricket tournament/league, or tournament franchise/team.

The Company acknowledges that the ICC, BCCI/IPL and its franchises, respective national cricket boards, domestic tournament organisers and franchises/teams/players, respectively, own all proprietary names and marks and image rights relating to the relevant tournament or competition.

19) Privacy

The Company collects, stores, processes and uses your information in accordance with its Privacy Policy. By using the Service and/ or by providing your information, you consent to the collection and use of the information you disclose on the Website/App in accordance with Website's Privacy Policy.

1. Information Collected

- a. We may collect your name and contact information including email address, demographic information such as location, preferences, and interests.
- b. We require this information to understand your needs and provide you with a better service, and in particular for internal record keeping. We may use the information to improve our products and services.
- c. We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- d. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone. We may use the information to customize the website/app according to your interests.
- e. To contact you via email, phone or text message, to deliver certain services or information you have requested.

2. Security

- a. We are committed to ensuring that your information is secure.
- b. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

3. Use of Cookies

- a. A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site.
- b. We use cookies only for the purpose of keeping you logged in, to avoid needing to login every time you open the service.
- c. We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve our website/app in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.
- d. Overall, cookies help us provide you with a better website/app, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.
- e. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.