

## **TERMS & CONDITIONS OF USE**

### **Introduction**

All products and services that relate to the game (collectively “Services”) provided to you and offered by GHG Enterprises, LLC and/or its affiliates, associates, partners and subsidiaries, (hereinafter referred to as “We” or “Us” or “GHG” or “Our”) through the GHG Dragon Poker a/k/a Dragon Poker a/k/a GHG Poker on the Google Play Store and the Apple App Store (hereinafter referred to as the “App”) and the website [www.dragonpoker.net](http://www.dragonpoker.net) (hereinafter referred to as the “Website”) are subject to these Terms & Conditions of Use (hereinafter referred to as the “Terms”). IT IS IMPERATIVE FOR YOU TO READ ALL THE TERMS PRIOR TO THE USE OF OUR SERVICES. “YOU” IS REFERRED TO ENTITIES LIKE “YOUR” OR “USER” OR “PLAYER”. If any term mentioned in GHG Dragon Poker’s Terms & Conditions of Use is later found out to be either unlawful or determined to be invalid for any ground by either judicial or quasi-judicial bodies, it will not affect the enforceability of our mentioned Terms & Conditions of Use. The option to end the use of any feature of our GHG Dragon Poker App or Website if you do not wish to adhere to our Terms & Conditions of Use rests solely upon you.

These Terms & Conditions of Use (the “Agreement”) set out the terms upon which you may use GHG online poker service called Peer to Peer Club (“Peer to Peer Club”) and should be read by you in their entirety prior to your use of Peer to Peer Club.

Be aware that GHG shall not bear any responsibility nor shall it incur any liability in connection with the conduct of any Peer to Peer Club user violating the terms and conditions of this Agreement or any other policy or rule specified by GHG in connection with Peer to Peer Club.

### **1. DEFINITIONS AND INTERPRETATION**

The following words and phrases used in this Agreement shall have the following meanings (unless the context clearly requires otherwise):

“Administrator” means a Club Manager or a Member who has been granted the ability to arrange and cancel GHG Game, configure the parameters of GHG Game, schedule the start times of GHG Game, and otherwise act in an administrative capacity in relation to GHG Game;

“Club” means a poker club established by a User using Peer to Peer Club;

“Club Manager” means a User who establishes a Club;

“GHG Game” means a game of online poker using Peer to Peer Club;

“GHG Tournament” means an GHG Game which is a tournament; and

“Member” means a User who is a member of a Club but is not the Club Manager.

You are a User;

Peer to Peer Club is a Game;

The software developed by GHG in relation to Peer to Peer Club forms part of the Software; and

Any login details connected with Peer to Peer Club including account numbers, Club and User IDs, Club invitation codes and Peer to Peer Club passwords are Login Credentials.

## **2. AUTHORITY**

Website and/or App retains authority over the:

Opening, maintaining and closing of Clubs;

Granting, maintaining or removing of Club Manager status;

Granting, maintaining or removing of Member status; and

Granting, maintaining or removing of Administrator status.

The decision of Website and/or App's management as regards any aspect of a Club, or your use of Peer to Peer Club (including your Club and membership status) is final, and shall not be open to review or appeal.

## **3. RESPONSIBILITIES OF CLUB MANAGER**

If you are a Club Manager you must read and comply with all instructions and guidelines concerning Peer to Peer Club provided on the Website or App from time to time.

Club Managers are representatives for Website and App and must project the best image for Website and App and Peer to Peer Club, both to Members and to the general public. You must not act in any manner which in our opinion brings or is likely to bring Website and App into disrepute or is materially adverse to the interests of Website and App.

In addition, if you are a Club Manager you agree that you will:

Operate the Club responsibly and in good faith;

Without limiting your obligations under the Terms & Conditions of Use, protect your User account and access to Club management features from unauthorized use;

Provide front line support to Members for help on Club-related issues (excluding disputes between Members), and use all reasonable endeavors to resolve such issues (with the assistance of Website and App's support team if necessary);

Be the first point of contact for all disputes between Members relating to your Club and use all reasonable endeavors to resolve such disputes without recourse to Website and App;

Treat Members fairly and with respect;

Respect the privacy of Members and only process their personal data in accordance with our Terms & Conditions of Use;

Use member blocking only for blocking Members after you have given due consideration for the well-being of the Club;

If you are Club Manager, you should nominate one of its Members to be your successor in the event that you leave the Club or otherwise become unable to perform your responsibilities as Club Manager;

Immediately advise us of any known or suspected fraud, chip-dumping, collusion, money laundering or other behavior which is illegal or is prohibited by our Terms & Conditions of Use of which you become aware in relation to your Club; and

On establishing a Club, the Club Manager must choose a Club name.

The Club Manager must not choose a Club name, logo or image which:

Is offensive, unlawful, obscene, indecent, abusive, pornographic, libelous, defamatory, threatening, is liable to incite racial hatred or is blasphemous;

Infringes the intellectual property or other rights of Website and App or any third party or violates any law;

Incorporates a URL of any kind;

Incorporates another User's ID [in a derogatory manner];

Incorporates the name of a poker professional or any other celebrity (unless it is also your own name or such person is the Club Manager or a Member of your Club);

Includes any special characters; or

Contains the name or promotes the services of a competitor of Website and App.

Without derogating from the above, all Club names and logos are subject to review and approval by Website and App. Website and App reserves the right in its discretion to reject any Club name, logo or image at any time without needing to specify the reasons for the rejection.

The Club Manager must not engage in spamming or other intrusive techniques to solicit Members. Each Club Manager is solely responsible for the content of emails sent by him.

Club Managers are not permitted to charge Members a fee for joining a Club.

#### **4. RESPONSIBILITIES OF MEMBER**

If you are a Member you agree that you will:

Act responsibly and in good faith in your capacity as Member;

Treat other Members fairly and with respect;

Respect the privacy of other Members and only process their personal data in accordance with our privacy policy set forth in Clause 7;

Protect your User account and access to Club management features from unauthorized use;

Make your Club Manager your first point of contact for all queries, concerns and disputes relating to your Club;

Immediately advise us of any suspected fraud, chip-dumping, collusion, money laundering or other behavior which is illegal or is prohibited by us (as specified in our Terms & Conditions of Use) of which you become aware in relation to your Club; and

Not act in any manner which in our opinion brings or is likely to bring Website and App or any of its group companies into disrepute or is materially adverse to the interests of Website and App or any of its group companies.

To the extent that you invite other people to join your Club, as a Member you must not engage in spamming or other intrusive techniques to solicit Members, including but not limited to unsolicited advertising within other Clubs. Each Member is solely responsible for the content of emails sent by him.

## **5. ADVERTISING**

You may link the Website or App from any website that is owned by you, or in an email sent by you, provided that (i) you do so in a way which is fair and legal and does not damage our reputation or take advantage of it, and (ii) you do not suggest any form of association, approval or endorsement on our part where non exists. We reserve the right to withdraw this right to link at any time.

## **6. FINANCIAL GAIN**

Peer to Peer Club is intended solely for your personal entertainment (whether you use it as a Club Manager or Member) and must not in any way be used to create any financial gain or other pecuniary advantage to you or to any other User of Peer to Peer Club. Prohibited conduct in connection with use of Peer to Peer Club includes (but is not limited to) the following:

Setting up an escrow account or any other method, scheme or system, whether online or offline, in order to distribute funds to any person based on the results of any Peer to Peer Club ring game or tournament; and

Charging or receiving from any Member a fee for joining the Club.

## **7. PRIVACY, GOVERNMENTAL APPROVALS, AND IDENTITY**

You acknowledge and accept that a GHG Game is likely to include players who know each other, and some or all of those players may be playing that GHG Game from the same physical location. By your acceptance of this Agreement, you confirm and agree that it is legal for you to participate in Peer to Peer Club in your jurisdiction.

As applicable, you warrant and represent that you have or will have obtained prior to commencing any activities pursuant to this Agreement, all required government approvals and permits as of the date of this Agreement in order to use and/or operate the App and the Website as provided herein, and that you will maintain such approvals and permits throughout the term of this Agreement.

Your Website and/or App player account User ID will also be your Club Manager or Member identifier and will be displayed to the Club Manager and Members in the Peer to Peer Club lobby, and the Club lobby. Thus, people who know you through Peer to Peer Club and/or your Club will also know the identity of your Website and/or App player account User ID(s). If you do not agree to this, you must not use Peer to Peer Club. Users are permitted to have more than one unique User ID on the Website and/or the App, subject to the approval of GHG.

GHG may review Club chat logs for any purpose including to check your compliance with our Terms & Conditions of Use.

Your personal information may be shared with third parties if we suspect that you are involved in Fraudulent Behavior (as defined in Clause 9 below).

You agree to accept emails from us relating to your Club activities, including schedules for GHG Game, results and standings. You may opt out from receiving such emails at any time on a Club-by-Club basis. Please note that, unless you opt out from a particular Club's emails, you will receive these emails even if you have opted out of receiving promotional or other emails in relation to the Website or App.

## **8. SYSTEM MAINTENANCE**

GHG may from time to time suspend Peer to Peer Club in order to perform necessary maintenance (or for any other reason permitted by the Terms & Conditions of Use), although if possible, we will give you notice of such suspension. In the event of such suspension, it may be necessary to cancel scheduled GHG Game. The Club Manager has no responsibility for any such suspension.

If you are a Member, you acknowledge that the suspension described above is beyond the Club Manager's control.

## **9. FRAUDULENT BEHAVIOR**

GHG allows you to use Peer to Peer Club on the basis that you will not commit any fraud or dishonesty. You agree that you will not commit, or procure, encourage, assist or support the committal of, any fraud or dishonesty or other behavior which is illegal or prohibited by us (as specified in this Terms & Conditions of Use, or otherwise on or via the Website or App) in relation to a Club or the use of Peer to Peer Club ("Fraudulent Behavior").

GHG takes Fraudulent Behavior extremely seriously. In addition to any other rights or remedies GHG may have under this Terms & Conditions of Use, at law or otherwise, any User found to be involved in Fraudulent Behavior may be reported to the relevant authorities.

Each Member must be alert to evidence of Fraudulent Behavior relating to his Club and must report to Support any known or suspected Fraudulent Behavior in accordance with the provisions of Clause 4.

## **10. SUSPENSION AND BREACH**

In the event that we believe you may be in breach of any provision of this Terms & Conditions of Use or for any other justifiable reason, GHG reserves the right (without prejudice to its other rights or remedies under this Terms & Conditions of Use, at law or otherwise) to immediately:

Suspend or prevent your access to the Website or App or any part of it, including without limitation any Club of which you are a Club Manager or Member or Peer to Peer Club in general;

Suspend or cancel any GHG Game or any other activity relating to a Club;

Suspend the operation of a Club; and/or

Close a Club.

In the event that you are found to be in breach of any provision of this Terms & Conditions of Use, GHG reserves the right (without prejudice to its other rights or remedies under this Terms & Conditions of Use, at law or otherwise) to immediately:

Terminate this Agreement;

Suspend or permanently prevent your access to the Website or App or any part of it, including without limitation any Club of which you are a Club Manager or Member or Peer to Peer Club in general;

Suspend or cancel any GHG Game or any other activity relating to a Club;

Suspend the operation of or permanently close a Club;

Seize all monies held in your User account;

Terminate your User account;

Take legal action against you; and/or

Take any other action GHG sees fit.

## **11. LIABILITY AND INDEMNITY**

You agree to fully indemnify, defend and hold harmless GHG and its shareholders, directors and employees from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of:

Your breach or alleged breach of this Agreement, in whole or in part;

In connection with Peer to Peer Club, any violation or infringement or alleged violation or infringement by you of any law or any third party rights;

Any Fraudulent Behavior or alleged Fraudulent Behavior with which you were involved in connection with Peer to Peer Club; and

Use by you of Peer to Peer Club or use by any other person accessing Peer to Peer Club using your Login Credentials, whether or not with your authorization.

Under no circumstances, including negligence, shall GHG be liable for any special, incidental, direct, indirect or consequential damages whatsoever (including damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of or in connection with this Agreement, even if GHG had prior knowledge of the possibility of such damages or if such losses were reasonably foreseeable.

Nothing in this Agreement shall limit a party's liability for personal injury or death caused by their negligence or for theft or fraud by that party.

## **12. AMENDMENT**

GHG reserves the right to update or modify this Agreement or any part thereof at any time without notice and you will be bound by such amended Agreement 14 days after it was posted at the Website or App. Therefore, we encourage you to visit the Website or App regularly and check the Terms & Conditions of Use contained in the version of the Agreement in force at such time. Your continued use of the Website or App shall be deemed to attest to your agreement to any amendments to the Agreement.

## **13. SEVERABILITY**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof. If any provision is void but would be valid if some part of the provision were deleted or amended, the provision in question shall apply with such modification as may be necessary to make it valid.

## **14. ASSIGNMENT**

GHG reserves the right to assign this Agreement, in whole or in part, at any time without notice. You may not assign any of your rights or obligations under this Agreement.