

## TERMS OF USE

**Last Update: August 09, 2018**

### **Agreement:**

These Terms of Use (the “Terms”) shall govern use of and access to the “Prosportsleague” technology platform which comprises of the “Prosportsleague” (PSL) website [www.prosportsleague.com](http://www.prosportsleague.com) (the “PSL Website”) and the “PSL” Application accessible through desktops, mobile phones, smart phones and tablets (Collectively the “PSL Platform”) which includes the computer software, associated media, collaterals, and online or electronic documentation and offers various sports contests and games, being conducted on the Platform (Contest(s)) and other products or services. Think Quant is the owner of the PSL Website and the PSL Application.

Please carefully go through these Terms and the privacy policy available at <https://www.prosportsleague.com/privacy> (“Privacy Policy”) which together constitute a legal agreement (“Agreement”) between Think Quant Solutions Pvt. Ltd., a Company incorporated under the Companies Act, 2013, having its place of business at Delhi (hereinafter "**Think Quant**") of the first part And any person who registers on the PSL Platform through signing up on the PSL Website or downloading the PSL Application to participate in the various Contests and other services available on the PSL Platform (hereinafter referred to as “you”, “yours” or “Registered User”) of the second part.

By clicking "sign up" or the 'I accept' tab at the time of registration or through the continued use or accessing the PSL Website and/or PSL Application, you agree to be subject to these Terms. We request You to please read these Terms carefully and do not click "sign up" or "I accept" or continue the use of the PSL Website and/or PSL Application unless You agree fully with these Terms.

We may modify these Terms, from time to time and such modifications shall be effective upon posting on the PSL Platform. The Registered User will be deemed to have agreed to any such modifications by any further use of the Contests or PSL Platform and features/services offered therein, after any such modification is posted. It is therefore important that You review the Terms regularly to ensure that You are updated as to any changes. If you do not agree with the modifications, you shall discontinue use of the PSL Platform and participating in the Contests immediately.

### **Registration as a Registered User and Eligibility to play Contest(s)**

In order to access and use the features available on the PSL Website and/or PSL Application and to play the Contests and avail other products or services offered therein, you can either sign up through your Facebook or Google Account which is linked to the PSL Platform or register by creating an account on the PSL Website or PSL Application.

In order to create an Account, you will be asked to enter a user name and password to login and access the Account. Once you create an account a verification link will be sent on email, which you will have to click to be able to play Contests. You may be required to provide your complete name, age proof, identity proof; details of your bank account, Permanent Account Number (PAN), residence/office proof etc. for registering and using the features on the PSL Platform or participating in the Contests.

In order to be able to register yourself as a Registered User to use the PSL Website and/or PSL Application and to play Contests as a Participant, You represent and warrant to Think Quant that You are (a) a resident of India and having minimum age of 13 for this game (b) legally competent and have the authority to enter into this Agreement and this Agreement is binding and enforceable against you. Proof of age may be required.

The Registered User/Participant(s) are subject to State laws in which the Registered User resides and from which he/she accesses the PSL Website, PSL Application and the Contest(s) as well as the central laws and is solely responsible for obeying those laws. Think Quant, at its sole discretion or the judicial/government authority through an order/decreed/judgment/direction may add any states that exclude participation in Contests. In such a case, the Registered Users from these states shall be ineligible to participate in the Contests.

Only those Registered Users who have successfully registered on the PSL Website and/or PSL Application shall be eligible to participate in the Contest.

The Registered User agrees that Think Quant cannot be held liable if laws applicable to the Registered User restricts or prohibits his/her participation. Think Quant makes no representations or warranties, implicit or explicit, as to the Registered User's legal right to participate nor shall any person affiliated or claiming affiliation with Think Quant have authority to make any such representations or warranties.

Employees of Think Quant, their associated, affiliated and subsidiary companies and their families, Contest sponsors and any person connected with the Contests are excluded from participating in the Contests (or winning a prize).

By taking part in the Contests or using the features on the PSL Platform, you warrant that all information submitted by You is true, accurate and complete. You agree that the information provided by you at the time of registration is true and verified. We may verify such information or may ask You for additional information. We may also make enquiries from third parties to verify the authenticity of Your information. You authorize Us to make such enquiries from such third parties, and You agree to hold them and Us harmless from any claim or liability arising from the request for or disclosure of such information. Your failure to provide us correct and true information at the time of registration or any time post that do so shall constitute a breach of the Terms which may result in immediate termination of your Account.

You shall keep Your information updated and will inform Us immediately should any portion of Your information be revoked, is cancelled or expires.

You are responsible for keeping confidential any password that you have created, to use any aspect of the Contests or availing other features/services on the PSL Platform. You accept full responsibility for all activities that occur within your Account. You must notify us immediately of any breach of security or unauthorized use of your Account.

Think Quant shall not be liable for any loss caused through unauthorized use of your Account, whether with or without your knowledge. You, however, shall be liable for any loss to Think Quant or any third party associated with Think Quant due to such unauthorized use.

### **Intellectual Property**

With the exception of content posted by Registered Users (“Registered User Content”), all materials contained on PSL Website, PSL Application including all content and the software, graphics, text, content, and look and feel, games, Contests, advertisements, written content, photographs, graphics, images, illustrations, marks, logos of the PSL Website and PSL Application, and all trademarks, copyrights, patents and other intellectual property rights related thereto (“Proprietary Materials”), are owned by or licensed to Think Quant by its partners, licensors and/or associates.

The Registered User shall not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Proprietary Materials, or any other protectable aspects of the PSL Website, PSL Application, in whole or in part. Subject to the Registered User’s compliance with this Agreement and any other relevant policies related to the Contests, Think Quant grants to the Registered User a non-exclusive, non-transferable, revocable limited license subject to the limitations herein to access and use the PSL Website, PSL Application and Proprietary Materials for the Registered User’s own non-commercial entertainment purposes consistent with the intended purpose of the PSL Platform. The Registered Users agree not to use the PSL Platform for any other purpose.

The Registered Users are prohibited from posting on or transmitting through the PSL Website or PSL Application any content that infringes upon a third party’s intellectual property rights or is defamatory, damaging, illegal, abusive, racist or offensive. Without limiting the foregoing, the Registered User may not post, modify, distribute, or reproduce in any way on the PSL Website or PSL Application any copyrighted material, trademarks, or other proprietary information belonging to others unless the Registered User has first obtained the prior written consent of the owner of such proprietary rights. It is our policy to terminate the account of anyone who infringes the copyright rights of others upon our receipt of proper notification from the copyright owner or the copyright owner’s legal agent.

The Registered User represents and warrants that they own or have the necessary licenses, rights, consents, and permissions to use and authorize Think Quant to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all of the Registered User Content and to enable inclusion and use of the Registered User Content in the manner contemplated by these Terms. The Registered User further represents and warrants the Registered User Content will not defame any third party and that the use of the same on the PSL Platform will not violate or infringe upon the intellectual property rights, or the rights of privacy or publicity, of any third party.

By submitting content or materials to us through the PSL Website or PSL Application, including, without limitation, uploading any materials, choosing a username or participation in any chats or forums, the Registered User automatically grants Think Quant, or warrants that the owner of such content has expressly granted Think Quant, the royalty-free, irrevocable, sub-licensable and transferable, non-exclusive right and license to use, reproduce, publish, translate, prepare derivative works of, copy, perform and distribute the Registered User Content, including all patent, trademark, trade secret, copyright or other proprietary rights in and to such content, and the Registered User's username, actual name, and likeness (if submitted), in whole or in part worldwide.

We may disclose any of the Registered User's Content or electronic communication of any kind (a) to comply with any law, regulation, or government request; (b) if such disclosure is necessary or appropriate to operate the PSL Platform; (c) to protect the rights or property of Think Quant and our officers, directors, employees and agents; or (d) to protect any other Registered User.

### **Use of the PSL Website and/or PSL Application**

You agree to abide by these Terms and all other rules, regulations and Terms of the PSL Website and/or PSL Application.

You may use the PSL Website and/or PSL Application to create an Account for using the features, participating in Contests and using other services available on the PSL Platform.

You agree to provide true, accurate, current and complete information at the time of registration and at all other times as and when required by Think Quant. You further agree to update and keep updated their registration information.

You shall not register or operate more than one Account on the PSL Platform.

Any password issued by Think Quant to You should not be shared with anyone else. You should not use anyone else's password and should be responsible for maintaining the confidentiality of their accounts and passwords. You also agree to immediately notify Think Quant of any

unauthorized use of passwords or accounts or any other breach of security.

You agree to exit/log-out of your Account at the end of each session. Think Quant shall not be responsible for any loss or damage that may result if You fail to comply with these requirements.

You shall not attempt to gain unauthorized access to the accounts of other Registered Users, servers or networks connected to Think Quant – PSL Platform by any means other than the user interface provided by Think Quant, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of PSL Platform.

Your use of the PSL Website and/or PSL Application shall be subject to the following restrictions

- (a) You will not delete or modify any content on the PSL Website and/or PSL Application including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos;
- (b) You will not decompile, reverse engineer, or disassemble the software underlying the PSL Website and/or PSL Application, or remove any copyright, trademark registration, or other proprietary notices from the PSL Website and/or PSL Application. You further agree not to access or use PSL Website and/or PSL Application in any manner that may be harmful to its operation or its content;
- (c) You will not use PSL Website and/or PSL Application and/or services or features in any way that is unlawful, or harms Think Quant or any other person or entity;
- (d) You will not engage in any form of antisocial, disrupting, or destructive acts, including "flaming", "spamming", "flooding", "trolling", "phishing" and "griefing" as those terms are commonly understood and used on the Internet;
- (e) You will not harass, stalk, threaten, or otherwise violate any legal rights of other individuals;
- (f) You will not advertise, offer or sell any goods or services for any commercial purpose on PSL Platform without the express written consent of Think Quant;
- (g) You will not transmit content regarding services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- (g) You will not falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- (h) You will not restrict or inhibit any other Registered User from using and enjoying any public area within the PSL Platform and will not collect or store personal information about other Registered Users; To engage in any illegal activities;
- (i) You agree to use our bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities only to send and receive messages and material that are proper and related to that particular forum and
- (j) You will not host, display, upload, modify, publish, transmit, update or share any information that belongs to another person and to which You do not have any right to; is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive

of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harm minors in any way; infringes any patent, trademark, copyright or other proprietary rights(s), violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person; contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

If You choose a username that, in Think Quant's considered opinion is obscene, indecent, abusive or that might subject Think Quant to public disparagement or scorn, Think Quant reserves the right, without prior notice to You, to change such username and intimate You or delete such username and posts and deny You access to the PSL Platform.

You can register on the PSL Platform only if you are 13 years of age or above. If you are below 13 years of age then registration on the PSL Platform and consequent participation in any activity on PSL Website and/or PSL Application is strictly prohibited and You are subject to disqualification at the sole and absolute discretion of Think Quant, whenever it comes to the knowledge of Think Quant.

In the event You do not abide by these Terms and all other rules, regulations, Think Quant may, at its sole and absolute discretion, take necessary remedial action, including but not limited to: (a) restricting, suspending, or terminating your access to all or any part of PSL Website, PSL Application, Contests or other features and services; (b) deactivating or deleting your account and all related information and files on the account; or (c) refraining from awarding any prize(s) to You.

### **PSL Website/PSL Application (PSL Platform) and the Contests**

You can use the PSL Platform to enter and play Contests including sports-based online games. Currently, Think Quant provides a trading cricket game and may provide other sports games in future.

If you as a Registered User wish to participate in the Contests ("Participants") then upon registration you will be given certain number of virtual coins which are given to all Participants.

“Trading Contests” as the name suggests comprises of games where Participants can buy and sell players by using virtual coins to play the matches. In matches, Participants can compete with other Participants but there are no cash prizes to be won. We will reward more virtual coins to winner as specified before the match.

### **How to Play the Match:**

ProSportsLeague is India’s first sports trading simulation game. It is the only game that you can play while you watch the match. Using your sports knowledge and predictive skills, you can play this game and win exciting goodies. There is no deadline in our game. So, you can join anytime you want during the match. In our game picking 11 players is not mandatory, you can even play with a single player.

In Contest Buy/Sell is considered as a single transaction: -

**Buy:** Buy a player if you think that particular player will outperform. A player you bought will give you more coins if the coins you closed it for is more than the coins you bought it.

**Sell:** Sell a player if you think particular player will underperform. A player you sold will give you more coins if the coins you closed it for is lesser than the coins you sold it.

**Completion of Transaction:** Suppose if you have bought a player and at any point you think his coins will not go up anymore, at that time you can close the transaction and the difference between coins at which you have bought and sold will be added to your coins balance or vice versa for sale transaction. At the end of match all transactions will be closed automatically.

The coin scoring system developed by Think Quant (“Cricsta”) is a critical element of the game. At the end of the match, every player will be marked with the actual coins determined based on performance by the particular player in the match.

The coins allocated to each player are based on the Cricsta scoring system provided below:

	<b>Test</b>	<b>ODI</b>	<b>T20</b>
<b>Run</b>	0.5	1	1
<b>Wicket</b>	15	20	20
<b>Catch/Stamp</b>	5	5	5

<b>4's</b>	1	1	1
<b>6's</b>	2	2	2
<b>Dot Ball</b>	0	0.5	1

As can be seen, Think Quant only uses three variables. The runs scored by the batsmen, wickets taken by the bowler and catches, and stumping's taken by keepers and fielders.

If based on their knowledge and skill the Participants believe that a player is not playing to their capacity or if the Participants wish to square off the players in their Team, then have the opportunity to square off the player during the Match. The number of times Participants can freely transact players is determined by Think Quant before the match. If the Participants wish to transact players more than the number of free times permitted by Think Quant, then the Participants will have to pay coins for doing more transaction as determined by Think Quant. If any participant creates team during the match, he needs to buy players at that coin's value which is at the time of buying not on that coin's value which is at the beginning of game. Same coin value will be used as base value for calculation of score at the end of game.

The Cricsta model will update after every ball. So, the coins of each player will differ ball to ball.

Participants will be awarded coins on the basis of the real-life performances of the players in their Team during the course of the designated Match. The Participant(s) whose Team has achieved the highest aggregate score(s) in the Match shall be declared winners ("Winners"). The Participant with the highest aggregate coins at the end of the pre-determined round shall be eligible to win a pre-designated prize, as stated on the relevant Contest(s) page.

For each Contest the prize structure will be decided beforehand. Think Quant will specify for each Contest- the number of Participants eligible to play the game, the coins required to be paid for Contests and the amount and quantum of prizes for Contests.

Additional information about the game is available at the How to Play the game section.

### **Contest is a Game of Skill**

You acknowledge, agree and confirm that the Contests described above are games of skill as the success of Participants in such Contests depends primarily on their relative knowledge of: (a) The game of cricket; (b) Cricket statistics; (c) knowledge of the performance and capabilities of players in a particular territory, conditions and/or format (such as ODIs, test cricket, T20 or T20 Internationals for Cricket sport); and (d) Adroitness in playing the Contest.



The Contest(s) also requires Participants to have an understanding of the art of drafting to have the knowledge to use limited resources and, in some cases, make substitutions at appropriate times to gain the maximum coins.

Participants are required to first assess the relative worth of each player in light of the scoring criteria used by Think Quant and make theoretical evaluation of the players prospective accumulated statistics over the course of the Contest at the time of adding or removing players from the Teams.

The Participant must have in depth knowledge of the game of cricket and of each player which he must apply to ascertain the performance of each of his team players in the Matches, and further the Participant is required to invest time and effort in analyzing and tracking the performance of his team players and other eligible players and constantly analyzing the scoring pattern and formulae adopted by Think Quant.

### **Legality of Game of Skill**

The Indian Supreme Court in the cases of *State of Andhra Pradesh v. K Satyanarayana* (AIR 1968 SC 825) and *KR Lakshmanan v. State of Tamil Nadu* (AIR 1996 SC 1153) has held that a game in which success depends predominantly upon the superior knowledge, training, attention, experience and adroitness of the player shall be classified as a game of skill.

In *Manoranjithan Manamyil Mandram v. State of Tamil Nadu* (AIR 2005 Mad 261) the Madras High Court has said that 'mere skill' includes games based on skill stating that a competition where success depends on substantial degree of skill will not fall under 'gambling'. It held that, even if there is a certain element of chance, if a game is predominantly a game of skill, then it would pass the test of skill.

The Contest(s) described above are games of skill as success of Participants depends primarily on their superior knowledge of the game of cricket, statistics, concepts of drafting, knowledge of players' relative form, players' performance in a particular territory, conditions and/or format, attention and dedication towards the Contest(s) and adroitness in playing the Contest(s). The Contest(s) also requires Participants to field well-balanced sides with limited resources and make substitutions at appropriate times to gain the maximum coins.

By participating in this Contest(s), each Participant acknowledges and agrees that he/she is participating in a game of skill.

### **Terms for coins used for playing Contest:**

The PSL Platform hosts several Contests in which Participants can participate by paying through PSL Coins. Once the Registered Users finish the number of coins allotted to them at the time of opening an Account on PSL Platform, he can earn coins via several activity on our platform like participating in cricket trivia & quiz etc.

Think Quant assumes no responsibility on any network issues due to which the Registered User may not in any case be able to access/use the PSL Platform before, during or after the Contest has commenced.

In the event, any Paid Contest(s) is/are cancelled/called off by Think Quant or by the organizers of the Paid Contest(s), the coins paid for entry into the Paid Contests shall be refunded back to the Account of each Participant who participated in the particular Paid Contest(s)

### **Tabulation of Trading coins**

Think Quant may obtain the score feed and other information required for the computation and tabulation of trading coins from third party service provider(s). In the rare event that any error in the computation or tabulation of trading coins, selection of winners, etc., as a result of inaccuracies in or incompleteness of the feed provided by the third-party service provider comes to its attention, Think Quant shall use best efforts to rectify such error prior to the distribution of prizes.

Think Quant, however, hereby clarifies that it relies on the accuracy and completeness of such third party score/statistic feeds and does not itself warrant or make any representations concerning the accuracy thereof and, in any event, shall take no responsibility for inaccuracies in computation and tabulation of trading coins or the selection of winners as a result of any inaccurate or incomplete scores/statistics received from such third party service provider. Registered Users/Participants agree not to make any claim or raise any complaint against Think Quant in this respect.

### **Prizes, its distribution & Taxes**

Once a Contest is over Winners will be decided on the basis of the scores they have aggregated in a designated round of the Contest(s). The Participant(s) with the highest aggregate score in a particular round shall be declared the Winner(s).

In certain Contests, Think Quant may declare more than one Winner and distribute prizes to such Winners in increasing order of their aggregate score at the end of the designated round of the Contest. The contemplated number of Winners and the prize due to each Winner in such Contest shall be as specified on the Contest page prior to the commencement of the Contest.

There are some basic criteria which needs to get satisfy by participant to be winner under PSL Contest: -

- Participant will have to take at least one trade i.e. buy or sell during the match.
- At the end of match, Participant's score mentioned at leadership board should be positive i.e. more than zero.

In the event of a tie, the winning Participants shall be declared Winners and the prize shall be equally divided among such Participants. Think Quant shall not be liable to pay any prize if it is discovered that the Winner(s) have not abided by these Terms and other rules and regulations in relation to playing the Contests.

No substitution or transfer of a prize is permitted.

Winners shall be contacted by Think Quant or the third party conducting the Contest on the e-mail address provided at the time of registration. Depending upon the quantity of the cash prize Think Quant may require the Registered User/Participant to submit documents for the withdrawal of prize at the time of announcing the Contest and the cash prize. As a general practice, winners will be required to provide following documents:

- (a) Photocopy of the Registered User's PAN card;
- (b) Photocopy of a Registered User's Aadhar Card;
- (c) Registered User's bank account details and proof of the same.

In case of Contests where cash prizes are awarded, Think Quant shall disburse such cash prizes only to Winners who are account holders with a bank in India via an electronic funds transfer. All taxes associated with the receipt or use of any prize is the sole responsibility of the Winner. In the event that the awarding of any prizes to Winners of the Paid Contests is challenged by any authority, Think Quant reserves the right in its sole discretion to determine whether or not to award or adjust such prizes.

Think Quant may not permit a Winner to withdraw his/her prize(s)/accumulated winnings unless the above-mentioned documents have been received and verified within the time-period stipulated by Think Quant. The Registered User represents and warrants that the documents provided in the course of the verification process are true copies of the original documents to which they relate.

In all disputes arising out of the determination of the Winner of the Contests, Think Quant is the sole judge and its actions are final and binding on all Registered Users.

Participants are required to provide proper and complete details at the time of registration. Think

Quant shall not be responsible for communications errors, commissions or omissions including those of the Participants due to which the results may not be communicated to the Winner.

Think Quant shall scrutinize all documents submitted and may, at its sole and absolute discretion, disqualify any Winner from receiving the prize (or any part thereof) on the following grounds:

- (a) Determination by Think Quant that any document or information submitted by the Participant is incorrect, misleading, false, fabricated, incomplete or illegible; or
- (b) Participant is not at least 13 years old and any other ground Think Quant deems fit.

Think Quant will not permit a Winner to withdraw his/her prize(s)/accumulated winnings from multiple accounts to one account no. and related PAN because once you provide detail like bank account no., PAN & address for withdrawal, it got linked to that account from which request is made. It is not possible for us to link one PAN to multiple account because of KYC regulation.

Only those Winners who successfully complete the verification process and provide the required documents within the time limit specified by Think Quant shall be permitted to receive the Cash prize (or any part thereof). Think Quant shall not entertain any claims or requests for extension of time for submission of documents.

All prizes shall be subject to deduction of tax (TDS) as per the provisions of the Income Tax Act, 1961. Winners will be provided TDS certificates in respect of such tax deductions. 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.

### **Third Party Sites**

Think Quant may contain links to other websites owned and operated by third parties. Registered Users' use of each of those websites is subject to the conditions, if any, posted by the Websites. Think Quant does not exercise control over any websites apart from PSL Website and cannot be held responsible for any content residing in any third-party website. Think Quant's inclusion of third-party content or links to third-party websites is not an endorsement by Think Quant of such third-party website.

Registered Users' correspondence, transactions or related activities with third parties, including payment providers and verification service providers, are solely between the Registered User

and that third party. Registered Users' correspondence, transactions and usage of the services of such third party shall be subject to the terms and conditions, policies and other service terms adopted/implemented by such third party, and the Registered User shall be solely responsible for reviewing the same prior to transacting or availing of the services of such third party. Registered User agrees that Think Quant will not be responsible or liable for any loss or damage of any sort incurred as a result of any such transactions with third parties. Any questions, complaints, or claims related to any third-party product or service should be directed to the appropriate vendor.

Think Quant contains content that is created by Think Quant as well as content provided by third parties. Think Quant does not guarantee the accuracy, integrity, quality of the content provided by third parties and such content may not be relied upon by the Registered Users in utilizing the services provided on PSL Website and/or PSL Application including while participating in any of the contests hosted on PSL Website and/or PSL Application.

## **Indemnification**

You agree to indemnify and hold Think Quant, its parents, subsidiaries, affiliates, directors, officers, employees, agents, partners and licensors or other representatives of each harmless from any losses, costs, claims, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of: (a) your Registered User Content; (b) your use of, or inability to use, the PSL Website, PSL Application, Contest(s) and other features; (c) your violation of the Terms; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any laws, rules or regulations pertaining to your eligibility to participate in the Contest(s) or your use of the PSL Platform. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to the PSL Website, PSL Application and features or services offered therein. In no event shall Think Quant be liable to any Registered User for acts or omissions arising out of or related to Registered User's engagement with Think Quant or his/her participation in any Contest(s).

You agree that by registering on the PSL Platform and accessing the services provided therein including participating in the Contests, You hereby release from and agree to indemnify Think Quant, and/ or any of its directors, employees, partners, associates and licensors, from and against all liability, cost, loss or expense arising out their access to the services offered on the PSL Platform including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission on their part, or otherwise.

## **Disclaimer & Limited Liability**

Think Quant and/or Prosportsleague.com 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 (other than where specifically stated). Think Quant acknowledges that the ICC, BCCI/IPL and its franchises, respective national cricket boards, domestic tournament organizers and franchises/teams, respectively, own all proprietary names and marks relating to the relevant tournament or competition.

You acknowledge and agree that the PSL Website and PSL Application including content, functions and materials is provided AS IS, AS AVAILABLE, WITHOUT WARRANTY OF ANY KIND either express or implied including, without limitations, any warranties of title, non-infringement or merchantability. Think Quant does not warrant that the PSL Website or the PSL Application, content, functions or material contained in it will be timely, secure, uninterrupted or error free or that defects will be corrected. Think Quant shall not be liable for any damages to or viruses that may infect, your computer equipment or other property on account of your access to or use of the PSL Website, PSL Application or the system.

Think Quant does not warrant that your activities or use of the PSL Website or PSL Application is lawful in any particular jurisdiction and, in any event, Think Quant specifically disclaims such warranties. You understand that by using the PSL Website, PSL Application or any of the features or applications, you act at your own risk and you represent and warrant that your activities are lawful in every jurisdiction where you access or use the PSL Website, PSL Application or the content.

You understand and agree that Think Quant limits its liability in connection with your use of the PSL Website, PSL Application as set forth under below: Under no circumstances shall Think Quant be liable to you for any loss or damages of any kind that are directly or indirectly related to (1) the PSL Website or PSL Applications, the Contest or your Registered User content (2) the use of , inability to use, or performance of the PSL Website or PSL Application or the Contests (3) any action taken in connection with an investigation by Think Quant or Law enforcement authorities regarding your use of the PSL Website or PSL Application or content (4) any action taken in connection with copyright owners, or (5) any errors or omissions in the PSL Website or PSL Application technical operation, calculation of coins, announcement or selection of Winners, even if foreseeable or even if Think Quant has been advised of the possibility of such damages whether in an action of contract, negligence, strict liability. In no event will Think Quant be liable to you or anyone else for loss or injury, including, without limitation, death or personal injury. In no event shall Think Quant's total liability to you for all damages, losses or causes of action exceed INR 5000 (Five Thousand Rupees). Your access to and use of PSL Website or PSL

Application is at your risk and if you are dissatisfied with the PSL Website or PSL Application, your sole and exclusive remedy is to discontinue accessing and using the PSL Website or PSL Application or the content. By accessing the PSL Website or PSL Application, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected.

Think Quant shall, under no circumstances be held responsible or liable on account of any loss or damage sustained (including but not limited to any accident, injury, death, loss of property) by Registered Users or any other person or entity during the course of access to the PSL Website, PSL Application and/or services (including participation in the Contest(s)) or as a result of acceptance of any prize.

To the extent permitted under law, in the event of suspension or closure of any services, events or Contests, Registered Users (including Participants) shall not be entitled to make any demands, claims, on any nature whatsoever.

If it comes to the notice of Think Quant that any governmental, statutory or regulatory compliances or approvals are required for conducting any Contest(s) or if it comes to the notice of Think Quant that conduct of any such Contest(s) is prohibited, then Think Quant shall withdraw and / or cancel such Contest(s) without prior notice to any Participants or winners of any Contest(s). Registered Users agree not to make any claim in respect of such cancellation or withdrawal of the Contest or contest it in any manner.

### **Termination of service on PSL Website or PSL Application**

In the event Registered User does not abide by these Terms and all other rules, regulations and terms of use, Think Quant may, at its sole and absolute discretion, take necessary remedial action, including but not limited to:

restricting, suspending, or terminating any Registered User's access to all or any part of services on PSL Platform;

deactivating or deleting a Registered User's account and all related information and files on the account; or

refraining from awarding any prize(s) to such Registered User.

### **Dispute and Dispute Resolution**

The Courts of competent jurisdiction at Delhi shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the services provided by Think Quant (including the Contest(s)), the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Registered User(s) (including Participants) or Think Quant, as well as the exclusive jurisdiction to grant interim or preliminary relief in case of any dispute referred to arbitration as given below. All such issues and questions shall be governed and construed in accordance with the laws of the Republic of India.

In the event of any legal dispute (which may be a legal issue or question) which may arise, the party raising the dispute shall provide a written notification ("Notification") to the other party. On receipt of Notification, the parties shall first try to resolve the dispute through discussions. In the event that the parties are unable to resolve the dispute within fifteen (15) days of receipt of Notification, the dispute shall be settled by arbitration.

The place of arbitration shall be Delhi, India. All arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

The arbitration award will be final and binding on the Parties, and each Party will bear its own costs of arbitration and equally share the fees of the arbitrator unless the arbitral tribunal decides otherwise. The arbitrator shall be entitled to pass interim orders and awards, including the orders for specific performance and such orders would be enforceable in competent courts. The arbitrator shall give a reasoned award.

Nothing contained in these Terms shall prevent Think Quant from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard Think Quant's interest prior to, during or following the filing of arbitration proceedings or pending the execution of a decision or award in connection with any arbitration proceedings from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not constitute a waiver on the part of Think Quant to pursue any remedy for monetary damages through the arbitration described herein.

## **Miscellaneous Provisions**

**Severability:** If any provision of this Agreement is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from the Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event the Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

**Notices:** All notices and other communications required or permitted hereunder to be given to a Party shall be in writing, in the English language, and shall be sent by facsimile, e-mail, or mailed by prepaid nationally-recognized courier, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth above.



Waiver: No term of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

Force Majeure: Think Quant shall not be liable for any downtime or delay or unavailability of the PSL Website and/or PSL Application caused by circumstances beyond Company's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, or denial of service attacks.

Assignment: You may not assign or sub-license, without the prior written consent of Think Quant, the rights, duties or obligations under this Agreement, in whole or in part, to any person or entity.<sup>1</sup>

Conflict: In the event there is any conflict between the terms set out in these Terms, the Privacy Policy, and any other policies applicable to specific pages of the Website, the following order of prevalence shall apply: (i) the Privacy Policy (ii) these Terms, and (iii) any other policies applicable to specific pages of the Website.

The Terms contains the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of the Terms of Use other than those contained or referenced in the Terms of Use.

Last updated on 30<sup>th</sup> August 2018.

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