

## GENERAL CUSTOMER TERMS

### INTRODUCTION

Welcome to Vegas Infinite – we hope you have fun with us! We pride ourselves on providing the most exciting experience in a safe, diverse and inclusive environment, with players from all around the world.

These general terms of service (the “**General Terms**”) explain the things you need to know about using our Services. Thank you for taking the time to read them. If after reading them you still have questions, please [contact us](#).

### THE ESSENTIAL BITS

The General Terms are a legally binding contract made between you and us, which you accept by checking the box when you first open the App or by otherwise accessing and using the App. Everything in the General Terms is important and has the potential to affect your interests, so **please read the General Terms in full before you accept them**. Reading them will take about 15 minutes. However, to make it easier for you to understand the General Terms and what they mean for you, we’d like to highlight the following:

- [Part A – App Specific Terms](#) includes details you need to know that are specific to the App, such as information about us and our contract with you.
- We want to provide a safe, enjoyable space for all players. This includes holding players to certain standards of conduct when using our Services. The account terms and standards that apply to all players, wherever they play, are set out in [Part B – Generally Applicable Terms](#).
- When you see capitalised words and phrases in the General Terms, it means they have a specific meaning. Those meanings are given in [Part C – Definitions](#), which you can always refer to. Part C also contains a full [Contents List](#), so that you can easily view the different Parts and Sections of the General Terms.

### KEY THINGS YOU NEED TO KNOW:

- **Download – register – play.** To get started, all you need to do is create your Platform Account (if you don’t have one already) and download the App from your choice of [Platform Store](#). There are some eligibility criteria you need to meet to use the App, such as being at least 18 years old. All the App Requirements are listed in [Part A Section 5](#).
- **Virtual Items have no monetary value.** Even though you may be able to “earn” Virtual Items through gameplay and/or “buy” them with real money, Virtual Items have no monetary value, and what you are in fact “earning”/“buying” is a limited right to use them in the App. All “purchases” of Virtual Items are handled by the Platform Store you downloaded the App from, not by us, so any queries about your transactions (including any request for a refund) must be directed to that Platform Store. You are only allowed to use Virtual Items for their intended purpose in the App. You are not allowed to give or sell your Virtual Items to or buy/receive them from anyone else outside of the Platform Store or App.

- **Save your progress.** You are able to save your progress in the App across certain platforms by creating a Player Account – see Part A Section 14.
- **Errors, Malfunctions and Interruptions - when we will wipe Virtual Items.** In certain situations where something goes wrong with the Services, we may need to wipe Virtual Items from your Account. Specifically, we will do this if an '[Error](#)', '[Malfunction](#)', or '[Interruption](#)' happens to the Services or Software while you are using them. Each of these words has a particular meaning, so please carefully read the definitions in Part C Section 1. We will do this even if the Error, Malfunction or Interruption in the Services or Software was not apparent to you or to us at the time, and only came to light after we reviewed the situation. [Part B Section 3](#) explains this in full.
- **Prohibited Events - when we will restrict, suspend or prevent your access to or use of the Services.** Integrity of the Services and between players is important to us. To maintain it, we will restrict or suspend your ability to play Games, and/or any other aspect of your access to or use of the Services, if we believe you have taken part in a Prohibited Event. A 'Prohibited Event' is an event or practice that is not allowed in relation to the Services or Software. It includes things like cheating, collusion, providing untrue or misleading information, abusing other Users or Flutter Group staff, and using the Services in any other disruptive, offensive or illegal way. Please carefully read [Part B Section 8](#), which lists all the different Prohibited Events, and ensure you do not take part in any of these things. Please also carefully read [Part B Section 10](#), which provides more detail about our rights to restrict, suspend or prevent access to the Services for Prohibited Events.
- **Prohibited Events - when we will wipe Virtual Items.** If we find out you have taken part in a Prohibited Event, then to maintain the integrity of the Services we will wipe any Virtual Items attributable to the Prohibited Event.
- **What happens when you close your Account or delete the App, or we permanently prevent you from using the App.** If you decide to close your Account or delete the App, then you will be able to recover your progress in Games and any Virtual Items that were associated with your Account at the time of such closure/deletion. If we permanently prevent you from using the App, then your progress in Games and all Virtual Items associated with your Account will be wiped and will not be recoverable. In either case, you will need to manually end any subscriptions you have subscribed to through the relevant Platform Store.
- **When we are always legally responsible to you.** There are certain things prescribed by law we will always be responsible for, and nothing in the General Terms affects that, even if something we say suggests otherwise (such as in the bullet points above or below). For example, nothing in the General Terms affects any statutory rights you have as a consumer.
- **We have no responsibility for things we can't control.** You won't be entitled to any compensation if we can't provide any Services or do any of the things we say we will under the General Terms, or if you lose out financially in any way, because of things we don't have control over. For example, we won't compensate you if change in a law or regulation means we can't operate the App and you lose Virtual Items as a result. We call each of these things an '[Event Beyond Our Control](#)'. Please carefully read this definition in Part C Section 1, which gives you more examples, as well as [Part B Section 13](#) which explains all this in more detail.
- **Other situations where we have no responsibility.** We have no responsibility to you (for example we don't have to compensate you) when neither of us could have anticipated the

outcome of a situation, or we are not at fault in a situation. For example, we will not be responsible for anything: (1) you could have avoided by taking reasonable action; (2) caused by you providing invalid, incomplete or incorrect information; (3) resulting from a Prohibited Event; (4) resulting from an Error, Malfunction or Interruption; or (5) resulting from our decision to restrict, suspend or permanently prevent your access to the Services/App as allowed by the General Terms. Please carefully read [Part B Section 14](#), which explain all this – as well as when you need to compensate us and when we will and will not be legally responsible – in more detail.

- **We are only responsible to you up to a certain amount.** If we are found to be legally responsible to you, the most we will ever compensate you is GBP 250. For example, if any digital content we supply to you damages any device or other digital content you are using, and we are found to be legally responsible to you for that, the most we would ever compensate you for that is GBP 250.

## **PART A: APP SPECIFIC TERMS**

### **INFORMATION ABOUT YOUR CONTRACT WITH US**

#### **1. Who we are**

Stars Mobile Limited is a company incorporated in the Isle of Man (company number 008457V) with registered address at Douglas Bay Complex, King Edward Road, Onchan, Isle of Man, IM3 1DZ. Stars Mobile is part of Flutter Group.

#### **2. The contract between you and us**

The General Terms apply to your access and use of the Services. By clicking to accept the General Terms when you first open the App, or by otherwise accessing and using the Services, a contract is created and you will be legally bound by the General Terms and any additional terms and conditions that form part of the General Terms (these are listed in [Part A Section 14](#) and called 'Rules'). **If you don't agree to the General Terms or any part of them (including the Rules), you shouldn't access or use the Services or the relevant part of them.**

#### **3. Changes to the General Terms**

We may change the General Terms at any time, for example to correct information, reflect changes to the Services or our business practices, or to comply with applicable law or a change in our regulatory requirements. We will tell you about any significant changes to the General Terms before they take effect. If you don't agree to any changes then you should stop using the Services. You will be deemed to have accepted the changes if you continue to use the Services after the date the changes take effect.

We encourage you to regularly check the version of the General Terms available in-App and via the App's page on the relevant Platform Store. You can also find the General Terms on our [Website](#) and you can [download a copy here](#).

#### **4. App Requirements**

To use the App you must:

- 4.1 be at least 18 years of age;

- 4.2 not previously have been prevented by us from using the App on any Platform Store due to any Prohibited Event;
- 4.3 not currently be on any list of persons that would prohibit us from offering the Services to you (for example a sanctions list);
- 4.4 use the App on the basis of your own freely made choice, and solely for your own personal use, entertainment and benefit, not on behalf of or at the direction of anyone else; and
- 4.5 reside in a jurisdiction from which we accept Users from time to time and ensure that your use of the Services is lawful in your jurisdiction (we are not able to verify the legality of the Services in every jurisdiction).

By clicking to accept the General Terms you confirm and promise that: (a) you meet the App Requirements at the point you download the App; (b) you will continue to meet the App Requirements for so long as you have the App on your device; and (c) you will promptly [tell us](#) if you stop meeting any of the App Requirements for any reason.

## **5. Information you need to provide and when we will verify your information**

- 5.1 We may from time-to-time ask for information to comply with our legal, regulatory or business requirements, for example to check you meet the App Requirements from time-to-time.
- 5.2 If necessary to meet our regulatory or other legal obligations or business requirements, we may at any time ask you to comply with Verification Requests. For example, if we suspect that you are under 18 years old, then we may ask you to comply with certain [Verification Requests](#) before you will be allowed to continue using the App. This could include providing personal details and copies of documentation such as your passport, driving license, other government-issued photo ID, utility bills and/or bank statements, attending phone or video calls, and/or recording playing sessions.

## **6. Geographical restrictions**

- 6.1 People located in certain jurisdictions (the “**Prohibited Jurisdictions**”) are not allowed to make in-App purchases or otherwise access or use the Services. The Prohibited Jurisdictions are: (a) any location which is subject to any trade or economic sanctions, embargos or similar laws or regulations from time to time, such as Cuba, Iran, North Korea, Syria and the Luhansk, Donetsk and Crimea Regions of the Ukraine; and (b) any other locations that (acting reasonably) we determine from time to time. These restrictions apply equally to residents of Prohibited Jurisdictions as to residents of other nations when located in a Prohibited Jurisdiction. If you are a resident of another nation and you move or travel to a Prohibited Jurisdiction, you must stop using the Services (or the relevant part of them) while you are there. It is a [Prohibited Event](#) if we discover or have reason to believe that you are accessing or attempting to access the Services (or a prohibited part of them) from a Prohibited Jurisdiction.
- 6.2 You must not attempt to circumvent any geographical restrictions related to holding or using an Account. To do so would be a serious breach of the General Terms and therefore a [Prohibited Event](#). An attempt at circumvention includes manipulating the information used by us to identify your location (such as by using a VPN) and/or providing us with false or misleading information about your location or place of residence.

## **7. In-App “purchases” of Virtual Items**

- 7.1 Please carefully read [Part B Section 4](#) below, which explains that you do not “buy” Virtual Items, because they have no monetary value. What you are “buying” when you make an in-App purchase or subscribe to a Subscription is a limited license to use the relevant Virtual Items in

the App. Any payments you make for such in-App “purchases” of Virtual Items, and any Subscriptions you subscribe to, are processed directly by the Platform Store you downloaded the App from, not by us. As such, any queries about your transactions, including any refund request, should be directed to the relevant Platform Store.

- 7.2 If you do not receive any Virtual Items you were expecting to receive, then you can contact us. You will need to provide us with your Username, otherwise we won’t be able to confirm your Subscriptions or any in-App “purchases” of Virtual Items that you have made, or “refund” any Virtual Items to you. In this context, because we don’t handle any payments, “refund” means crediting you with Virtual Items, for example by crediting your balance with play money chips. It is not a refund of real money. For example, if you made an in-App “purchase” of 500,000 play money poker chips, and for some reason your Account wasn’t credited with those chips, we won’t be able to verify your transaction or credit your Account with any play money chips unless you tell us your Username.

## **8. Prohibited Events – when we will wipe Virtual Items**

[Part B Section 8](#) explains what the Prohibited Events are, and [Part B Section 10](#) explains when we will restrict, suspend or permanently prevent your access to the Services (or any part of them) for Prohibited Events. If we discover or determine (acting reasonably) that you have engaged in any Prohibited Event, then we will wipe from your Account or the App any Virtual Items that are attributable to such Prohibited Event.

## **9. Our maximum liability to you**

- 9.1 Except under [Part B Section 14.1](#), our maximum liability to you under the General Terms in relation to any one incident or series of related incidents is limited to GBP 250. For example, if any digital content we supply to you damages any device or other digital content you are using, and we are found to be legally responsible to you for that, the most we would ever compensate you for that is GBP 250.
- 9.2 Except under [Part B Section 14.1](#), we will not be responsible to you under the General Terms, nor do we owe you a duty of care, for our compliance or non-compliance with any regulatory obligations that we may be under from time to time including those relating to safer gambling or social responsibility.

## **10. How to get help with or make a complaint about the Services**

If you need to contact us, either with a general query or to make a complaint, please [contact customer support at our help center](#). Our customer support representatives will ensure your query or complaint is answered or referred to the appropriate specialist team.

## **11. Governing law and jurisdiction**

- 11.1 The General Terms are governed by the laws of the Isle of Man and the courts of the Isle of Man will have exclusive jurisdiction in relation to any claim, dispute or difference concerning the General Terms and any matter arising under them. You waive any right that you may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction.
- 11.2 Despite what we say in Section 11.1 above, nothing in the General Terms affects either: (a) any rights granted to you as a consumer under mandatory provisions of any law applicable to you; or (b) our right to take proceedings against you in any court of competent jurisdiction, nor

will the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## **12. Prevailing language**

The English language version of the General Terms will take precedence if there is any discrepancy between any translated versions of the General Terms.

## **INFORMATION ABOUT GAMES AND SERVICES**

### **13. Availability of the Services**

13.1 Except for our responsibility under [Part B Section 14.1](#), the Services are provided on an “as is” and “as available” basis. We do not guarantee which Games will be available via the App at any time, or that the Services or Software will be free from Errors, Malfunctions or Interruptions. [Part B Section 3](#) explains our rights if any Error, Malfunction or Interruption happens to the Services or Software while you are using them.

13.2 We may suspend, modify, or remove in whole or part and/or add to the Services in our discretion. Where possible this will be on prior notice to you, however some amendments to the Services may need to be made with immediate effect and without notice (for example if any urgent maintenance is required).

### **14. Saving your progress in the App**

If available for the Platform Store you downloaded the App from, you will have the option to create an account with the App itself (a “**Player Account**”), in addition to your Platform Account. To create a Player Account, all you need to do is register with the App using an email address and secret password. When you create a Player Account, your progress in the App will be saved across, and be available/transferable across, the Platform Stores where this feature is available.

### **15. Other terms and conditions that form part of the General Terms**

- Game Rules are additional terms and conditions (including paytables) found within certain Games (including Flutter Group Games and third party Games) that apply whenever you play the relevant Game

By checking to confirm you’ve read and understood the General Terms, you are also confirming that you have read and understood the above Rules, which are incorporated into the General Terms by reference. The Rules are important. You should read the relevant Rules carefully and in full before using the Services or playing the Games to which they relate. The Rules apply in addition to the General Terms. When using the relevant Services or Games, references to the General Terms include the Rules corresponding to them. If you don’t agree to the Rules or any part of them, you shouldn’t access or use the Services or Games to which they relate.

## **PART B: GENERALLY APPLICABLE TERMS**

### **ACCESSING THE SERVICES AND ACCOUNT SECURITY**

#### **1. Additional information about using our Services**

- 1.1 There is no payment required for downloading or accessing the Services or Software. You will have the option to make in-App purchases and subscribe to Subscriptions once you have downloaded the App and accepted the General Terms.
- 1.2 We are under no obligation to let you use our Services or play any Games. We may refuse your use of our Services (or any part of them) for any reason (including failure to meet any App Requirements).

## **2. Account security and avatars**

- 2.1 You must maintain the confidentiality and security of your Login Credentials, and not disclose your Login Credentials to anyone. You are solely responsible for all use of the Services under your Login Credentials, whether or not authorised by you (unless such use is directly caused by our failure to exercise reasonable care and skill). If young people are sharing or have access to your devices, you should install parental control software. We recommend that you use a strong password for your Account and you change it on a regular basis. You must [tell us](#) about any unauthorised use of your Login Credentials or Account as soon as you suspect or become aware of it.
- 2.2 Any avatar, image, username or other name you choose to use in connection with the Services must not include any Unauthorised Content. You grant us, for the benefit of the Flutter Group, a worldwide, irrevocable, transferable, royalty free, sublicensable license to use such items for any purpose connected with the Services.

## **WHEN WE WILL VOID VIRTUAL ITEMS**

### **3. Errors, Malfunctions and Interruptions – when we will wipe Virtual Items**

- 3.1 [Errors](#), [Malfunctions](#) or [Interruptions](#) in the Services or Software may or may not be apparent to us or to you at the time, and they may only come to light as and when Game outcomes or other uses of the Services are investigated and analysed by us retrospectively. You must not abuse or take advantage of any Error, Malfunction or Interruption which is or becomes apparent to you (for example by exploiting it to obtain Virtual Items). If any Error, Malfunction or Interruption is or becomes apparent to you, or you suspect that it may be occurring to any part of the Services you are using, you must stop using that part of the Services immediately and [tell us about it](#).
- 3.2 You must provide any information we reasonably require in connection with any investigation into any Error, Malfunction, or Interruption.
- 3.3 If, as a result of an Error, Malfunction or Interruption in the Services, your Account is credited with Virtual Items that you would not have received were it not for that Error, Malfunction or Interruption, we will wipe them from your Account. This applies even if the relevant part of the Services could have produced the same or similar amount of Virtual Items absent the Error, Malfunction or Interruption and applies whether or not the Error, Malfunction or Interruption was apparent to you or to us at the time.
- 3.4 If, due to an Interruption, you are disconnected from a multiplayer poker Game, then you will be treated as sitting out and default actions will be taken on your behalf (for example check, fold, or the automatic posting of blinds) until you are able to re-join the relevant Game.

## **HOW VIRTUAL ASSETS ARE MANAGED**

### **4. Your license to use Virtual Items**

- 4.1 You may be able to “earn” Virtual Items through gameplay or other use of the Services and/or “buy” them with real money. These “real world” terms are used figuratively, which means you

have no right in or title to any Virtual Items, whether “earned” in a Game or through other use of the Services or “bought”. Any virtual currency or similar virtual balance shown in your Account or the App does not constitute a real-world balance or reflect any stored value, but instead represents the extent of your license to use the relevant Virtual Items in-App. If any Game or other part of the Services allows you to “buy” Virtual Items for real money and we or the Platform Store send an email or other on-screen message confirming how many Virtual Items you have “bought”, you should check it is correct and keep a copy for your records.

- 4.2 Where it is possible to “buy” Virtual items, we may change the pricing for any such Virtual Items at any time. Prices will be stated on the Platform Store and/or in the App.
- 4.3 Virtual Items are for in-App use only. You must not sublicense, trade, sell, or transfer Virtual Items for value of any kind outside of the App or Platform Store, or attempt to do any of these things (to do so would be a serious breach of the General Terms and therefore a [Prohibited Event](#)). You must not use or attempt to use in the App any Virtual Items that you have bought or received outside of the App or Platform Store (to do so would be a serious breach of the General Terms and therefore a [Prohibited Event](#)).
- 4.4 Virtual Items will not be usable if: (a) the App is withdrawn for any reason; (b) the Game in question is withdrawn for any reason; or (c) the Virtual Item in question is withdrawn for any reason. We will try to give you reasonable prior notice of any withdrawal of a Game, Virtual Item or the App. If you do not use your Virtual Items before the Game/Virtual Item/App is withdrawn, they will be lost.

## 5. Taxes

If any sales or value-added tax applies to any payments made by you in connection with your use of the Services, such payments shall be treated as inclusive of all such tax.

## YOUR USE OF THE SERVICES

### 6. What we mean by ‘Unacceptable Conduct’

You must not:

- 6.1.1 engage in any behaviour when using the Services which: (a) is abusive, offensive, malicious, threatening, harassing, insulting, intimidatory, defamatory, racist, discriminatory (including when playing Games or waiting for other Users to make a move in a Game, and in your general interactions with our staff or other Users both in the App and in any other channel such as Discord); (b) is intentionally disruptive (for example by sending multiple and frequent messages to drown out legitimate chat (“flooding”) or repeatedly asking other Users for chips); or (c) could otherwise cause distress, harm or inconvenience to any other person;
- 6.1.2 use the Services or Software in any way which is fraudulent, dishonest, unlawful, illegal or criminal, or may lead to the encouragement, procurement or carrying out of any fraudulent, dishonest, unlawful, illegal or criminal activity;
- 6.1.3 use any [Prohibited Tools and Services](#);
- 6.1.4 take part in any [Prohibited Player Assistance Practices](#) or [Unethical Play](#);
- 6.1.5 directly or indirectly use more than one account in the same player or prize pool at the same time (e.g. if you play on or have more than one account open at the same poker table or in the same poker tournament, you buy-in to any Game using more than one account, or you enter into any prize pool with more than one account), whether any play activity actually occurs on any such account or not;

- 6.1.6 after elimination from any tournament or prize pool, directly or indirectly re-join the tournament or prize pool using a different account;
- 6.1.7 post or share any [Unauthorised Content](#) in via any chat facilities or any other part of the Services, or in any correspondence to us;
- 6.1.8 attempt to bypass any filters we apply to chat facilities on the Services;
- 6.1.9 make any public statement about any part of the Services or any company in Flutter Group which is untrue or malicious or do anything which could damage the image or reputation of any part of the Services or any company in Flutter Group;
- 6.1.10 use any part of the Services (or any information gained through it) or any Software for commercial or business purposes; or
- 6.1.11 attempt to do any of the things listed in Sections 6.1.1 to 6.1.10 above.

Each of these actions is "**Unacceptable Conduct**".

- 6.2 You acknowledge and accept that: (i) communications you send via the Services are not private or confidential and may be viewed and used by others accessing the Services; and (ii) we will moderate chat facilities.
- 6.3 We will review chat content, keep a record of all statements made on the chat facility, and take action retrospectively if necessary. Please [let us know](#) if you have been a victim of chat abuse. We will keep your complaint anonymous and deal with every case seriously.

## **7. Our intellectual property and what we mean by 'Unauthorised Use'**

- 7.1 We are proud of the products we have created and which we make available to you, and it's important to us (and our licensors) to protect them. Flutter Group and its licensors are the owners of all rights, title and interest, including all copyright, trade secrets, trademarks and other intellectual property rights, in and to the Services and Software. All such rights are reserved.
- 7.2 Subject to the General Terms we grant you a royalty-free, limited, non-exclusive, non-transferable, non-sublicensable, revocable right to install and use the App on your device, so that you can use the App and play Games. This license is granted for your private personal use only. You must only use the Services in accordance with their intended functionality and these General Terms.
- 7.3 You must not, except to the extent permitted by applicable laws:
  - 7.3.1 copy, distribute, publish, interfere with, reverse engineer, decompile, disassemble, modify, or translate the Software or Services in any way;
  - 7.3.2 access the source code of the Software or Services, whether to create derivative works or otherwise;
  - 7.3.3 extract any Software from the Services;
  - 7.3.4 sell, assign, sublicense, transfer, distribute or lease any Software or any part of the Services;
  - 7.3.5 make any Software or any part of the Services available to any third party through a computer network or otherwise;
  - 7.3.6 export any Software or any part of the Services to any country (whether by physical or electronic means);
  - 7.3.7 attempt to gain unauthorised access to the App, the servers on which the App is stored, or any server computer or database connected to the App;
  - 7.3.8 use our trademarks, content or other intellectual property without our permission; or
  - 7.3.9 attempt to do any of the things listed in Sections 7.3.1 to 7.3.8 above.

Each of these actions is an "**Unauthorised Use**".

## **8. Prohibited Events**

8.1 The following are "Prohibited Events":

- 8.1.1 if at any time you do not meet or fail to comply with any of the App Requirements;
  - 8.1.2 if at any time you fail to comply with any Verification Request and/or any other check or request for information reasonably required to meet our legal, regulatory or internal requirements;
  - 8.1.3 if we discover or have reason to believe that the security of your Account has been breached (unless caused directly by our failure to exercise reasonable care and skill), for example because you have failed to maintain the confidentiality and security of your Login Credentials;
  - 8.1.4 if we discover or have reason to believe you have breached the security of someone else's Account (for example you have used someone else's Account without their permission);
  - 8.1.5 if we discover or have reason to believe that you have engaged in any [Unacceptable Conduct](#);
  - 8.1.6 if we discover or have reason to believe that you have engaged in any [Unauthorised Use](#);
  - 8.1.7 if we discover or have reason to believe you have abused or taken advantage of any Error, Malfunction or Interruption;
  - 8.1.8 if you breach the General Terms or any Rules in some other serious way (we give some examples of serious breaches throughout the General Terms – see [Part B Section 4.3](#), [Part B Section 9](#) and [Part A Section 7](#) – but these are not the only ways serious breaches could occur), or you repeatedly breach the General Terms or any Rules in such a way as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the General Terms or such Rules;
  - 8.1.9 if we discover or have reason to believe you have made a fraudulent or criminal transaction in connection with your use of the Services.
- 8.2 You must [tell us straight away](#) if you suspect or become aware that any Prohibited Event has been or is being committed by any User, and reasonably assist us with any investigation into it (including by providing any information we reasonably request).

## **9. Rules about using third party tools and services**

We may (in addition to our other rights) take steps to detect and prevent the use of Prohibited Tools and Services and Prohibited Player Assistance Practices. You must not attempt to bypass, interfere with, or block such steps in any way, whether by using software designed for the purpose or otherwise (to do so would be a serious breach of the General Terms and therefore a [Prohibited Event](#)).

## **ACCOUNT CLOSURE, SERVICES RESTRICTION AND SUSPENSION**

### **10. When we will restrict, suspend or permanently prevent your access to the Services for Prohibited Events**

- 10.1 We will restrict or suspend your access to or use of the Services, in whole or part, where we have reason to believe that you have been involved, or are likely to be involved, in a [Prohibited Event](#).

A “restriction” is where a limitation is placed on your access to or use of a particular product, feature or part of the Services. An example of a restriction is that if you take part in Unacceptable Conduct, we will restrict your use of the chat function in the App while allowing continued access to the App. Another example would be if we prevent you from accessing your Player Account.

A “suspension” is where you are temporarily prevented from accessing the Services as a whole.

10.2 Your use of the Services will remain restricted/suspended while the matter is investigated and/or until our checks have been completed. If the investigation results in our decision (acting reasonably) that the issue has been resolved to our satisfaction, we will lift the restrictions/suspension (either in full or in part). However, if the investigation results in our decision (acting reasonably) that you have been involved in any Prohibited Event, then we will permanently restrict or prevent your access to or use of the Services (in whole or part).

10.3 If we restrict, suspend or permanently prevent your use of the Services in whole or part under this Section 10 then:

10.3.1 we may notify the relevant Platform Store, who may close your Platform Account or restrict, suspend or permanently prevent your access to or use of the relevant Platform Store (in whole or part);

10.3.2 we may notify other companies in Flutter Group and any account(s) you hold with them may also be restricted, suspended or closed;

10.3.3 you may be temporarily or permanently excluded from access to services/products offered by other companies in Flutter Group (including live events where applicable); and

10.3.4 we will if appropriate report you to the relevant authorities or other third parties, and/or take legal action against you.

## **11. Other ways your access to the Services can be restricted, suspended or permanently prevented by us for cause**

We will restrict, suspend or prevent your access to or use of the Services, in whole or part, if required for legal or regulatory reasons or to comply with the relevant Platform Store rules from time to time, or if we reasonably believe there to be a security risk.

## **12. What happens when you close your Account or delete the App, or we permanently prevent you from using the App**

12.1 If you decide to close your Account or delete the App, then you will be able to recover your progress in Games and any Virtual Items that were associated with your Account at the time of such closure/deletion.

12.2 If we permanently prevent you from using the App, then your progress in Games and all Virtual Items associated with your Account will be wiped and will not be recoverable.

12.3 Whether you close your Account or delete the App, or we permanently prevent you from using the App, you will need to manually end any subscriptions you have subscribed to through the relevant Platform Store.

12.4 You remain responsible for all use of the App via your Account until such time as your Account is closed, you delete the App, or we permanently prevent you from using the App.

## **WHEN WE ARE NOT RESPONSIBLE AND WHEN YOU MUST COMPENSATE US**

### **13. We are not responsible for any Event Beyond Our Control**

13.1 Except under [Part B Section 14.1](#), we will not be responsible for any failure or Interruption in or to any part of the Services or the performance of our obligations under the General Terms, or

for any other liability or loss, resulting from any [Event Beyond Our Control](#). For example, we are not responsible if your connection or equipment is slower than other Users', and it affects your performance in time critical products.

13.2 We may suspend or cancel all or any part of the Services if, despite making reasonable efforts to do so, we are not able to provide the Services or any part of them due to any Event Beyond Our Control.

#### **14. General exclusions of and limits on our liability, and when you must compensate us**

14.1 Nothing in the General Terms excludes or limits our responsibility for:

14.1.1 our fraud or fraudulent misrepresentation;

14.1.2 death or personal injury resulting from our negligence or the negligence of our employees or agents; or

14.1.3 any other liability which may not be excluded or limited by applicable law (such as liability under mandatory provisions of applicable consumer law).

14.2 Except under Section 14.1, we will not be responsible under the General Terms for any loss:

14.2.1 that could not have been reasonably expected by you and us at the time you download the App, create your Account or enter into a transaction on the Services. In all circumstances this includes any loss of income, business, savings or profits;

14.2.2 that you could have avoided by taking reasonable action;

14.2.3 arising from your provision to us of any invalid, incomplete or incorrect financial or personal data;

14.2.4 arising from any Prohibited Event;

14.2.5 arising from any Error, Malfunction or Interruption; or

14.2.6 arising from our restriction, suspension or prevention of your access to or use of the Services, or our taking of any other action, in accordance with the General Terms.

14.3 You must compensate us for any costs, charges or losses sustained or incurred by us arising from your participation in a Prohibited Event.

14.4 If there is a cap on our total liability to you, or your liability to us, it will be set out in Part A. Any such cap(s) on liability will not affect our responsibility under Section 14.1.

#### **LEGAL STUFF**

##### **15. How we use your information**

We process information about you in accordance with our [Privacy Policy](#), which you should also read.

##### **16. How we treat the General Terms**

16.1 The General Terms are personal to you. You may not transfer your rights or obligations under the General Terms to anyone else.

16.2 We may transfer any or all of our rights and/or obligations under the General Terms to another company in the Flutter Group or any other legal entity (for example if we restructure or there is a sale of our business). We will ensure that the transfer will not negatively affect your rights under the General Terms.

16.3 If you breach the General Terms and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the General Terms (including if the same breach happens again).

16.4 If there is any inconsistency between the provisions of the various parts of the General Terms, the order of precedence (1 taking highest precedence) is: 1) Part A; 2) Part B; 3) Part C; 4) the summary; 5) the introduction.

## **PART C: DEFINITIONS AND CONTENTS**

### **1. Definitions**

1.1 The following capitalised words and phrases have the following meanings in the General Terms:

**Account:**

Your Player Account and/or Platform Account.

**App Requirements:**

The eligibility criteria for using the App, as set out in [Part A Section 4](#).

**App:**

The downloadable software made available by us via the Platform Store in the jurisdiction in which you are located.

**Error:**

Any omission, incompleteness, mistake or error in or relating to the Services, whether human, technical, administrative, operational, systematic, a combination of any or all of these, or otherwise. For example, the mistaken offer of incorrect prices or terms for participation in a Game.

**Event Beyond Our Control:**

Any event beyond our reasonable control such as: (a) war, terrorist activity, riots, malicious damage, fire, flood, storm, nuclear accident, disease, epidemic or pandemic (such as Covid-19); (b) the actions of any government or authority (including the introduction of any new law, any governmental, authority or court order, rule, regulation or direction, and the refusal or revocation of any license or consent); (c) any defect, outage, slowness, capacity constraint or other deficiency affecting any telecommunications network, internet access service or device used by you to access or use the Services; (d) any delay, failure or suspension affecting any banking network or other payment processing system used in connection with the Services (including any processing delay, reprocessing or reversal of a transaction, or the seizure or freezing of funds by any by third party involved in the processing of funds); and (e) any charge or fee applied by your card issuer, bank, wallet provider, or financial institution in connection with your use of the Services.

**Flutter Group:**

The group of companies that are controlled, directly or indirectly, by Flutter Entertainment Plc (including us).

**Games:**

The games we make available to you within the App (and 'Game' means any one of them).

**Interruption:**

Any break in the continuity or uniformity of or interruption or delay in or to any part of the Services, for example if the App or a Game freezes while you are playing it or you lose internet connectivity.

**Login Credentials:**

Your Username, password, and any other security credentials used to access your Account (such as multi-factor authentication, RSA token data and any PIN, depending on what is available for the Platform Store you are using).

**Malfunction:**

When any technology, software, automated process or set of instructions, data or programs used to execute specific tasks fails to operate as designed or intended. For example, if a virus affects the Services, or when computer hardware or software deviates from its intended performance specifications or parameters or where two pieces of software fail to interface or communicate with each other in the manner designed or intended, in either case producing a result which is not the result that was designed or intended.

**Platform Store:**

An online store where customers can purchase and download virtual reality software applications, such as [Meta Quest](#), [Steam](#), [Viveport](#) and [PlayStation](#).

**Platform Account:**

Your account with the relevant [Platform Store](#).

**Player Account:**

This is defined in Part A Section 14.

**Prohibited Events:**

Certain events and practices that are not allowed in relation to the Services or Software, as defined in [Part B Section 8.1](#).

**Prohibited Player Assistance Practices:**

In connection with the Services the practices of: (a) datamining hands, results, statistics or feeds (for example observing Games without playing in order to build up a database of hand histories for future reference); (b) using hands, results, statistics or feeds acquired through datamining; or (c) mass sharing hands, results, statistics or feeds for the purpose of analysing opponents.

**Prohibited Tools and Services:**

Any online or offline tool or service (including artificial intelligence, “bots” and other computer programs and software) which is used to execute or assist in the execution of any action relating to the Services and is designed to provide an unfair advantage to Users, including those which: (a) play without human intervention or reduce the requirement of a human to make decisions (for example by helping you decide what action to take in respect of a bet or the exact relative size of any bet or raise, including “auto-folders” and tools that randomise the size of bets); (b) offer real-time advice on what action to take; (c) share hole card data with other Users or services; (d) is targeted towards the manipulation of opponents in Games in which you are unable to choose a specific table to play on; (e) is designed for poker table selection efficiency, for example by filtering or sorting available tournaments, or automating/semi-automating the process of joining available tournaments based on

opponent gameplay statistics or notes; (f) is designed for cash game selection efficiency; (g) automate mouse clicking or simulate keyboard input ("auto clickers"); (h) delay a player's decision by either a specific or randomized amount of time; or (g) during Game play: (i) provide advice beyond a basic level (such as a large collection of tables offering recommendations beyond whether to play certain hands or not in unopened pots); (ii) are designed specifically to ease referral to reference material; or (iii) compute advanced equity calculations, such as range vs range simulators, ICM or Nash Equilibrium-based programs.

**Rules:**

Any additional terms and conditions identified in Part A as forming part of the General Terms.

**Services:**

The Website, App and Games.

**Stars Mobile/we/us/our:**

The Flutter Group company identified in [Part A Section 1](#).

**Software:**

All software underlying the Services (whether downloadable or not).

**Subscriptions:**

Premium content access and subscriptions made available in connection with the App.

**Unacceptable Conduct:**

This is defined in [Part B Section 6.1](#).

**Unauthorised Content:**

Any content (including photographs, images and text) which: (a) is offensive, racist, discriminatory, blasphemous, pornographic, obscene, vulgar, profane, indecent, abusive, threatening, harassing, insulting, intimidatory, defamatory, expresses or is liable to incite racism, bigotry or hatred, unlawful or illegal; (b) advertises, promotes or otherwise relates to any online or offline ventures, products or services other than the Services; (c) infringes any intellectual property, privacy, image or other rights; and/or (d) you're not permitted to use.

**Unauthorised Use:**

This is defined in [Part B Section 7.3](#).

**Unethical Play:**

Cheating, collusion, team play, game manipulation, or other unethical play of any kind when using the Services, including: (a) sharing poker hole cards; (b) playing less aggressively against a partner in a poker Game ("soft playing"); (c) playing a Game a certain way for the benefit of another User, for example by intentionally losing a poker hand in order to deliberately transfer chips to another User ("chip-dumping"); (d) intentionally manipulating play in order to end a poker Game quickly or prematurely (for example "flipping"); (e) card counting (except in peer-to-peer poker Games); and/or (f) during Game play, discussing table strategies, chatting about the hand in play, or engaging in any other communication that might give an advantage to other Users.

**User:**

Any end user of any Services (including you).

**Username:**

The username used for your Account.

**Verification Requests:**

Any request for you to prove you are who you claim to be, including any request for you to prove your identity, addresses, age, circumstances, funds and/or other details.

**Virtual Items:**

Certain virtual items within the App and Games, such as card skins, table items, jewellery, accessories, clothes, food, drinks, equipment, props, entrance and exit effects.

**Website:**

[www.vegasinfinite.com](http://www.vegasinfinite.com).

**You/you:**

You as the User of the Services.

16.1 The terms include, including, for example, such as and in particular or any similar expressions used in the General Terms mean something is illustrative only, and they do not limit the scope of the words preceding them.

16.2 Headings used in the General Terms are for convenience only, to help you find your way around the document and understand what the relevant Section is mainly about. They do not affect the interpretation of the General Terms.

**2. Contents****INTRODUCTION****THE ESSENTIAL BITS****KEY THINGS YOU NEED TO KNOW****PART A: APP SPECIFIC TERMS**

## **INFORMATION ABOUT YOUR CONTRACT WITH US**

**1. Who we are**

**2. The contract between you and us**

**3. Changes to the General Terms**

**4. App Requirements**

**5. Information you need to provide and when we will verify your information**

**6. Geographical restrictions**

**7. In-App “purchases” of Virtual Items**

**8. Prohibited Events – when we will wipe Virtual Items**

**9. Our maximum liability to you**

[10. How to get help with or make a complaint about the Services](#)

[11. Governing law and jurisdiction](#)

[12. Prevailing language](#)

## **INFORMATION ABOUT GAMES AND SERVICES**

[13. Availability of the Services](#)

[14. Other terms and conditions that form part of the General Terms](#)

## **PART B: GENERALLY APPLICABLE TERMS**

### **ACCESSING THE SERVICES AND ACCOUNT SECURITY**

[1. Additional information about using our Services](#)

[2. Account security and avatars](#)

## **WHEN WE WILL VOID VIRTUAL ITEMS**

[3. Errors, Malfunctions and Interruptions – when we will wipe Virtual Items](#)

## **HOW VIRTUAL ASSETS ARE MANAGED**

[4. Your license to use Virtual Items](#)

[5. Taxes](#)

## **YOUR USE OF THE SERVICES**

[6. What we mean by 'Unacceptable Conduct'](#)

[7. Our intellectual property and what we mean by 'Unauthorised Use'](#)

[8. Prohibited Events](#)

[9. Rules about using third party tools and services](#)

## **ACCOUNT CLOSURE, SERVICES RESTRICTION SUSPENSION**

[10. When we will restrict, suspend or permanently prevent your access to the Services for Prohibited Events](#)

[11. Other ways your access to the Services can be restricted, suspended or permanently prevented by us for cause](#)

[12. What happens when you close your Account or delete the App, or we permanently prevent you from using the App](#)

#### **[WHEN WE ARE NOT RESPONSIBLE AND WHEN YOU MUST COMPENSATE US](#)**

[13. We are not responsible for any Event Beyond Our Control](#)

[14. General exclusions of and limits on our liability, and when you must compensate us](#)

#### **[LEGAL STUFF](#)**

[15. How we use your information](#)

[16. How we treat the General Terms](#)

## PART C: DEFINITIONS AND CONTENTS

### Definitions

Version no: 1.0

In force from: 10 September, 2023

Our games are intended for individuals aged 18 and above for amusement purposes only. These games do not offer real money gambling or an opportunity to win real money. Practice or success at social games does not imply future success at real money gambling.

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