

### Safer KHoldem Policy

The following policy (our "Unfair Advantage and Integrity Policy") relates to Your use of all our interactive Poker products and services on the Service and form part of Your Agreement as set out in the Terms.

### Player Accounts

In the interest of fairness, players are restricted to one active Kaybo Poker account. Poker aliases cannot be changed once an account is active. Any duplicate Kaybo Poker accounts will be closed on detection.

### Collusion

You are not allowed to gain advantage over others by, including but not limited to, sharing hole card information with another player at a table, sharing any information not available to another player, creating a coordinated strategy with another player, agreeing to share the prizes of a game, tournament or a promotion in any of our game offerings. If you suspect other players at a table are colluding, you may report the details by emailing us with as much information as possible about the incident at [support@kaybo.com](mailto:support@kaybo.com). If, in our reasonable opinion, you are found to be in breach of any of the sections of this policy, we reserve the right to put restrictions on your account, including account closure and confiscation of any account balance.

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### Third Party Tools Policy

Permitted third-party tools

Currently, the only third-party tools that are permitted to be used on Kaybo KHoldem whilst the gaming client is open are:

PartyCaption  
StackAndTile  
PlaceMint  
Table Tamer

StarsHelper  
Mosaic 2  
IntuitiveTables  
Universal Replayer  
Jurojin Poker  
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Use of any other tool not mentioned on this list is prohibited while the client is running and may lead to restrictions being placed on your account.

If a user is found to be in breach of our Terms and Conditions, KAYBO PERU S.A.C reserves the right to permanently close the account and confiscate funds.

#### Prohibited third-party tools

For the avoidance of doubt, there are some tools that, if a player is found to be using these in any capacity in conjunction with the Kaybo KHoldem client, will result in a breach of our Terms and Conditions and may result in an immediate closure of the account and seizure of funds. The use of any tool that does the following is not permitted at any time:

Any tool that is designed to circumvent our restrictions on downloadable hand histories

Any tool that plays without human intervention (a 'bot' )

Any tool that makes decision for, or advises decisions to, a player - therefore reducing the human element of the game ( 'assistance software' )

Any tool that automates the process of joining a specific table or game based on a defined set of criteria such as player statistics or notes (a 'seating script' )

Virtual Machines and Screen Sharing/Remote Access Software

This list includes, but is not limited to, the following:

Oracle VM VirtualBox  
VMware  
TeamViewer  
Microsoft Remote Desktop  
AnyDesk  
LogMeIn

If a player is found to be using these programs in any capacity (in conjunction with the Kaybo KHoldem client), it will result in a breach of our Terms and Conditions. This may result in restrictions put on the account and, in extreme cases, account closure and seizure of funds.

#### Prohibited third-party tools while the Kaybo KHoldem client is running

We understand that there are several tools that are designed to help you improve as a KHoldem player.

While the majority of players will legitimately use these tools for studying and personal improvement outside of the game, unfortunately, many of these tools provide assistance that, should they be used in-game, provide the user with an unfair advantage over the remainder of the playing field.

As such, there are a number of tools that we understand our players wish to use (and we are happy for them to do so), however, these tools are strictly prohibited from being used while the Kaybo KHoldem client is also running. This list includes, but is not limited to, the following:

PioSOLVER  
PokerSnowie  
Jesolver  
Flozilla  
ICMIZER  
Vision GTO Trainer  
InstaGTO  
Holdem Indicator  
Omaha Indicator  
Stud Indicator  
Tournament Indicator  
HirokuScript

Should you have any questions about the use of any specific tool, contact us at [support@kaybo.com](mailto:support@kaybo.com) please.

Requesting permission for a non-listed third-party tool

If you wish to use third-party tool or application that is not listed in the permitted sections above, please email [support@kaybo.com](mailto:support@kaybo.com) with your request. Please also include the website address of the tool that you wish to use.

If, after reviewing the requested tool, we choose to grant permission for it to be used on our network, we will reply to you directly and add it to the permitted list above.

Please note that we will not grant permission to tools that provide features listed below:

Hand/Range Charts that change or update depending on previous actions  
Timing Randomisers  
Seat Scripts  
Bots/Assistance Software

Strategic Material

'Strategic Material' is any form of external material that can be referenced whilst playing which provides guidance, instructions or recommendations. A player would not be able to replicate this level of

gameplay without the material in front of them.

What material is permitted under this 'Strategic Material' policy?

'MyGame' or 'MyGame Whiz' is the only permitted strategic material that can be used whilst playing on our network.

What material is prohibited whilst playing on our network under this 'Strategic Material' policy?

Strategic material, in any form whatsoever, that cannot be found directly in 'MyGame' or 'MyGame Whiz' is prohibited. This includes any form of chart not available in 'MyGame' and 'MyGame Whiz'.

If you are found to be in breach of this policy, restrictions may be placed upon your account. In some extreme cases, it may result in account closure and the seizure of funds.

Queueing

'Queueing' is prohibited on Kaybo KHoldem. If you are found to be employing such tactics, restrictions may be placed on your account.

What is queueing?

Queueing is when a player, or a group of players, intentionally try to alter or avoid specific opponents in games where registration is 'blind'. Namely, where you shouldn't be able to choose your opponents, for example, SPINS.

Why is queueing now against the Terms and Conditions?

Kaybo KHoldem's 'blind registration' policy (all player aliases are hidden until an STT has begun) ensures a level playing field. This is vital to maintaining a healthy KHoldem eco-system.

Players who intentionally manipulate our registration process compromise the integrity of the game.

Fast Forward Buy-In Obligations

What does this mean?

'Ratholing' or 'Going South' are common terms that refer to the behaviour where a player removes a portion of their chips to reduce their stake in a game. This is in effect what a player is doing if they stand-up from the Fast Forward pool and immediately sit back down with a buy-in less than what they previously had on the table.

Why is this against the Terms and Conditions?

'Ratholing' has long been considered an example of poor KHoldem etiquette. If a player leaves the table only to immediately re-join with a lesser stake, opponents no longer have a chance to win those funds back. We

believe restricting this behaviour promotes a healthy KHoldem ecosystem for all players.

What am I allowed to do?

A player is not allowed to stand-up from the Fast Forward pool and immediately re-join with a stake if this is less than the amount they previously had in the pool. To re-join with a lesser stake, at least 40 minutes must have passed for this to be deemed a new playing session; as it is for our ring game offering.

Clarifications:

If an entry loses its entire stack, that player may re-buy for any stake. Registering a new pool entry with a lesser stake than a current entry and not continuing to play both pool entries is also considered a violation of this rule.

This rule applies independently to each Fast Forward pool. (i.e. A player may play 40 minutes at \$0.50/\$1.00 Fast Forward and then immediately sit with a lesser total stake at \$1.00/\$2.00)

Accounts found to be systematically abusing this feature will be warned and persistent behaviour may result in further sanctions being placed against the account.

Real Name Tables

'Real Name' tables help provide a community feel while reducing anonymity.

A real account holder should never give a third party access to their account, as stated in our General Terms and Conditions (Section 7: Opening and Maintaining your Account).

If we establish reasonable proof of this happening, we reserve the right to take action on the account in question.

Downloadable Hand Histories

Download your hand histories through MyGame!

This function allows you to import hand histories directly into tools such as Holdem Manager 3 (HM3), Holdem Manager 2 (HM2) or PokerTracker 4 (PT4). You'll then be able to analyse your gameplay data, not opponents'.

All downloadable hand histories are anonymised – you will appear as 'Hero', while the aliases of your opponents are hidden. These preventive measures help eliminate the unfair practice of 'alias matching'.

HM3, HM2 and PT4 are all permitted to be running while the Kaybo KHoldem client is open. However, these tools will not work in real time as they

are reliant on the hand history download from MyGame.

### Fairer Place to Play

#### Our Team

We have a dedicated Game Integrity team comprised largely of former online KHoldem professionals who are familiar with the current KHoldem landscape. They possess a range of skills and disciplines that allow them to react to reports quickly and efficiently.

The team uses a variety of detection methods to proactively identify accounts that are in breach of our Terms and Conditions. These accounts may have used 'bots', and other prohibited tools, or engaged in collusion.

#### Our Fair Play Approach

We reserve the right to take appropriate action on any offender found to be in breach of our Terms and Conditions. This could include warnings, prohibiting a player from taking part in the same game as another specific player, permanent closure of a customer's account, and seizure of funds (that will ultimately be redistributed to legitimate players who were affected by the account that was deemed to be in breach of our rules).

#### How to Report Suspicious Activity

We take every report seriously and invite you to provide us with the details of any player you suspect to be in breach of our rules. You can email us at [support@kaybo.com](mailto:support@kaybo.com) – please provide us as much information as possible to assist us with our investigation.

However, please be advised that we take our role very seriously, and as such, reports that are clearly malicious will not be investigated. Similarly, we operate to a high burden of proof to ensure that erroneous or malicious reports do not result in wrongful account closures.

#### Chip Dumping

Chip dumping occurs when any player intentionally loses a hand in order to deliberately transfer his chips to another player. Any player who we reasonably suspect of participating or attempting to participate in chip dumping with any other player, while using the facilities may be permanently banned from using the facilities and their account may be terminated immediately. If you suspect that any player is participating in chip dumping, you can contact us via email at [support@kaybo.com](mailto:support@kaybo.com) with any information.

#### Big Blind Abuse

Upon starting a heads-up match, the player receiving the button is required to play an equal amount of small blinds and big blinds. The player receiving the button in the first hand is required to finish the game in a hand where the opponent receives the button

#### Confiscated Funds

Where Kaybo are able to establish, in its sole opinion, that players have suffered financial loss as a result of collusive or fraudulent activities, we will endeavour to compensate such players pro rata, based on the amount of funds recovered from those collusive or fraudulent accounts.

#### Software

You may install and use the software we make available from the platforms used to provide the gaming facilities (the 'software') on a hard disk or other storage device and make backup copies of the software, provided that such use and backup copying is only for your own personal use in using the gaming facilities in accordance with these agreements, and further, that such installation and use is made through a computer or other device of which you are the primary user.

The software's structure, organisation and code are the valuable trade secrets of the group and/or its associated companies and/or its licensors. You obtain no rights to the software except to use it in accordance with these agreements.

Save as expressly permitted by law, you are strictly prohibited from, and agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the software or any part of it or to create, publish or distribute derivative works from the software.

You agree that the software will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable laws, restrictions or regulations.

#### Shuffling / Dealing

Cards are randomly drawn from the deck as needed by using a stream cipher that is periodically reseeded with a digest of real world information. Random number generation ("RNG") is isolated from any game logic or player information in the system. Independent auditors have reviewed the random number generation code and are regularly reviewing the randomness of the cards dealt.

You fully accept and agree that RNG software will determine the shuffling and dealing of cards and other randomly generated events required whilst using the services. If there is a discrepancy between the result showing on the Software (as installed and operated on Your hardware) and Our server, the result showing on Our server shall govern the result. Moreover, You understand and agree that (without prejudice to Your other rights and remedies). Our records shall be the final authority in determining the Terms of Your use of the Gaming Facilities, the activity resulting therefrom and the circumstances in which such activity occurred.

#### Play Money and Real Money Account Funding

'Play money' funds have no value and are kept separate from 'real money' funds. They are not transferable to a 'real money' account nor are they redeemable for any currency. We do not promise to accurately record the number of play money chips held by You and Your play money chips may be lost at any time. Further, We reserve the right to set a maximum chip limit for play money Accounts.

#### Settlement of In-Game Disputes

You fully accept and agree that random number generator ('RNG') software will determine the shuffling and dealing of cards and other randomly generated events required in the Gaming Facilities. If there is a discrepancy between the result showing on the Software (as installed and operated on Your hardware) and Our server, the result showing on Our server shall govern the result. Moreover, You understand and agree that (without prejudice to Your other rights and remedies) Our records shall be the final authority in determining the Terms of Your use of the Gaming Facilities, the activity resulting therefrom and the circumstances in which such activity occurred.

#### Real Money Game and Tournament Currency

Where a Real Money Game or tournament is only available in a currency which is different from Your Account Currency You may in some cases be given the option to buy-in to the same in the currency of the relevant game/tournament. Such buy-in (together with any winnings) will be subject to the Terms and Exchange Rates offered by Us at the relevant time. Please see Exchange Rates and Frequently Asked Questions for further details. In all other cases You will only be permitted to place bets and wagers in Your Account currency.