

#### Site Usage – KHoldem

By using this site you agree to be bound by the Terms of our site usage – software made available for downloading remains the exclusive property of KAYBO PERU S.A.C and/or its group companies or our licensors and is made available on the site for the purpose of customers downloading the software and games for play on their machines with the presence of a live Internet connection.

Download will involve placing files and installation software on the hard drive of your PC. Convenient locations for storing the software are suggested during the download and installation procedure but it is the customer's responsibility to store the software in accordance with the exact nature and set-up of their individual PC. KAYBO PERU S.A.C and/or its group companies will not be held responsible for incorrect storage of the software in files/folders where it may interfere with the start-up, running and third-party software procedures of a customer's PC.

Software download is possible from the Kaybo KHoldem website. Software download is only authorised to those customers providing full, legitimate personal details as requested during registration to validate their use of the software. KAYBO PERU S.A.C and/or its group companies reserves the right to close accounts should any information provided, such as name, telephone number or e-mail address, prove to be incorrect or incomplete. KAYBO PERU S.A.C and/or its group companies reserves the right to close any account with immediate effect.

After Kaybo KHoldem has been installed, players have the option of playing KHoldem with “play” money for evaluation and practice purposes or as a Real User if you would like to play for real money right away.

Wherever possible, Kaybo KHoldem endeavours to ensure the full protection of all its customers and their bets. However, there are certain events that are beyond control.

Should you become disconnected from Kaybo KHoldem (for whatever reason), Kaybo KHoldem cannot be held liable for any losses that may result there from. The balance of a customer's account will at all times be as is recorded on our server.

Generally the balance on the server when logging on to Kaybo KHoldem, after a line has been disconnected or become non-responsive, will reflect the true balance after completion of the last bet prior to the breakdown in communications.

We regret the imposition of the above, however it is necessary to avoid further complications.

By placing any further wagers with Kaybo KHoldem the player accepts the

results of any previous wager. As such (at Kaybo KHoldem's discretion) the results of the previous wager are no longer in dispute and no refunds or other adjustments will be granted. If the player should feel the result of any of the Kaybo KHoldem games is unfair or incorrect the player should contact the KHoldem team immediately and report the incident.

All games are played strictly subject to the KAYBO PERU S.A.C and/or its group companies' Terms and Conditions. By playing at Kaybo KHoldem, the player is assenting to abide by these Terms and Conditions.

## Cheating

### Anti-Cheating Policy

We are committed to preventing the use of unfair practices in the Gaming Facilities, including but not limited to player collusion, non-human players (bots), chip-dumping, scripting and other forms of inappropriate behaviour that provide players with an unfair advantage over other players on the site.

We are also committed to detecting and preventing the use of software programs which are designed to enable artificial intelligence to play on Our Platforms including, but not limited to, opponent-profiling, cheating software or anything else that We deem enables You to have an unfair advantage over other players not using such programs or systems ('AI Software'). You acknowledge that We will take measures to detect and prevent the use of such programs and AI Software using methods (including but not limited to reading the list of currently running programs on a player's computer) and You agree not to use any AI Software and/or any such programs. In the event that We suspect that a player has been involved in any practices outlined in this Clause or any other practices which We deem to be unfair or fraudulent, We reserve a right, in Our sole discretion, to block their account and permanently withhold available funds from within such accounts. No player shall have the right to require Us to take any other steps against players suspected of collusion, cheating, scripting or any other form of unfair or fraudulent behaviour.

If a player has been cheated on by another player when using the Facilities, We shall only refund the amounts lost by the player as a result of being cheated in the event that We can locate the cheating account and access the funds in question. In the event that more than one player is affected by the cheating account and We can allocate that cheating account, then the remaining funds in the cheating account will be distributed on a pro-rata basis in accordance with the loss of each affected player.

The use of Bot software programs is prohibited and We deem its use detrimental to other players. Our software may perform any or all of the following functions in order to detect the use of illicit automated programs and ensure that We maintain a 'cheat free' environment for all users:

(1) scan Your list of active software applications while You are using the Facilities;

(2) scan Your list of active processes while You are using the Facilities;  
and

(3) scan the files in Your Facilities and site-related program folders to ensure that only 'non-hacked' versions of Our software are being used. If any of the foregoing processes reveals a suspect application or process, Our software may scan the files associated with the suspect application or process and compile a composite mesh (i.e., a profile that characterizes the files associated with the application or process) to be matched against profiles for known illicit automated programs.

Our software will not perform any random search of large portions of Your hard drive, equipment or files, and it will not transmit any information to Us or to any third party other than the information necessary to identify use of illicit automated programs as described above. Our software will not alter any files or information on Your computer or other equipment and will not interfere with the operation of any of Your applications. You may terminate use of Our software at any time by uninstalling Our software package.

We rely on legitimate interest to carry out this processing and We aim to provide a safe and fair gaming platform for all Our players. You can review Our privacy notice [here](#).

#### Collusion and Cheating

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 [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 clause, We reserve the right to put restrictions on Your Account, including account closure and confiscation of any account balance.

#### Third-Party Tools

Refer to our Third-Party Tools Policy. Any breach of this policy will be deemed by us a breach of this Agreement.

#### 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 and balance forfeited 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)

#### 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.

#### Help

Full help information on download, installation, games, banking, and technical is available in the help area.

#### Terms and Conditions

All games are played subject to Kaybo KHoldem's standard terms and conditions. By connecting to Kaybo KHoldem you agree with the Terms and Conditions that are listed in the KHoldem software help files and displayed on our General Terms and Conditions page.