



# Terms & Conditions

## › Fortune Creek Poker Terms & Conditions of Service

These Terms & Conditions pages outline your use of Fortune Creek Poker from Social Applications Ltd. It is also applicable when any other third party networking site offers Fortune Creek Poker. Therefore, it is applicable for all instances of Fortune Creek Poker run by and/or owned by Social Applications Ltd.

These conditions are referred to as 'Terms' and the Game, Fortune Creek Poker or Social Applications Ltd may be referred to throughout the Terms and Conditions and other information pages as the 'Service' 'Game' or 'System' 'Us' 'We'. Customers may be referred to as 'customers' 'players' 'you' or 'users'. By using or accessing the Service, you are bound by the Terms and Conditions outlined on this page.

These terms can and will be updated regularly. By using the game you agree to such updates and modifications. If you do not agree to or in any way understand these terms then do not use the service. It is your responsibility to return to and check these terms to ensure that you are using the service correctly.

If you would like to ask any questions or do not fully understand any element of these terms you may contact us via our support areas on our website contact page at any time.

Using the Service – Player Activity, Behaviour & Conduct.

Misuse of the service may be reported to the necessary authorities.

These rules include the following acknowledged areas of behaviour but are not limited to the rules listed here. We are constantly striving to improve players experience and in doing so will add to these rules of conduct as necessary.

You acknowledge that you do not rely on Fortune Creek Poker & Social Applications Ltd to monitor or edit the Service and that the Service may contain content which you find offensive and you hereby waive any objections you might have with respect to viewing such content.

It is important that you thoroughly understand the rules of conduct before you use the service.

1. Social Applications Ltd have provided areas of chat and forums for the pleasure of the players and customers. These areas exist both within the game itself and external areas such as forums. The rules exist for all areas of play and behaviour, in: game, play, forums, website and third party networks run by or created by Social Application Ltd.

2. Social Applications Ltd are not obligated to monitor these areas, but will do so periodically and in doing so will act upon anything that we find to be breaching any of the rules below or is doing anything at all that Social Applications Ltd deems unlawful or against our rules of play, whether listed or not.



3. Actions taken may be to ban or suspend the user account with or without notification to that user. Furthermore, where the behaviour, chat or activity is considered harmful in any way, this activity may also be reported to the necessary authorities, along with your IP and user details.

4. Chat and forum posts are public immediately and you have no rights of privacy of such communications in any of our areas of chat or play.

5. Chat and forum posts are public immediately and therefore may be harmful to someone you are not directly talking to or referring to. Therefore these rules are extended to all behaviour whether meant in any particular way or not and personal consideration of intent are not considered.

6. Chat, images, posts, links and any other content are not monitored by Social Applications Ltd but may be removed or acted upon if reported or seen by Social Applications Ltd.

7. You agree that your use of the Service will be within the law, within these rules and you will be a considerate User at all times. In addition to, but without limitation, by using the service you agree to actively avoid using the service to all aspects of Personal Interaction outlines below:

**8. Personal Interaction: You agree that you will not:**

1. Include any offensive comments or hateful remarks of any kind for any reason. This includes, but is not limited to: race, country of origin, ethnic, colour, sexuality, sexual preference, disability or physical handicap,

2. Use any objectionable or offensive language, profanity, pornographic, indecent, sexual or other.

3. Use the service in any unlawful way

4. Threaten or harass any other person or body

5. Use excessive amounts of capital letters (seen as shouting)

6. Spam. For example; repeat statements either in the same room or by moving around from room to room (spamming)

7. Ridicule, abuse, defame, mock, libel or intimidate any other person or body

8. Disparage, belittle or decry any other person in a way to cause personal insult

9. Be violent or promote violence in any way or perform any act of violence

10. Stalk anyone

11. Act in any way that is considered unacceptable to any reasonable person

12. Actually, or attempt to impersonate any other person



13. Attempt to do any verbal or physical harm whatsoever to Fortune Creek Poker or Social Applications Ltd in any way, both during or outside of the use of the Service.

**9. Furthermore, Other Online or Offline Activity must not include:**

1. Attempting to upload, disseminate or transmit harmful files, including, but not limited to; spyware, adware, keyboard loggers, viruses, trojan horses, worms, cancelbots, online bots, time bombs, RATs, malicious code, corrupt data or files, software, hacks, cracking or any other malicious programme or code whether you think it will harm the product or not.

2. Use any kind of counterfeit software for the Service. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices, spyware, passive collection mechanisms or pcms. Spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;

3. Develop, publicly inform, distribute any person or body via any means of macro or auto software programmes or any cheat utility or programme in violation of any law, licence agreement or these terms and conditions. This includes but is not limited to discussion of game errors or bugs providing an unintentional advantage within the service.

4. Attempt to use the intellectual property or infringe on any copyright or the rights of the Service, making available information to anyone should such information be available to you in any manner that infiltrates the rights and intellectual property of this company. Including but not limited to; trademarks, copyright, patent, trade secrets, privacy, publicity transmitting, distributing or otherwise circulating information via any means.

5. Attempt to infiltrate or obtain information for any person, user or member, including but not limited to: personal details and login details.

6. Create duplicate user accounts either in your own or in a false name or details.

7. Create user accounts to obtain bonuses, chips or any other user benefits.

8. Create user accounts to mislead any person or body as to the reasons for your communications.

9. Trick people into providing you with sensitive information such as passwords or personal data for any reason at all, using web links or any other means of communication including verbal (i.e. asking them is not allowed).

10. Make false reports about any person or body.

11. Violate any notices or statements made by Fortune Creek Poker / Social Applications Ltd, regarding the company or the Service. Including obscuring the vision of notices, banners and advertisements.

12. Engage in any commercial activities, including but not limited to, any attempt to raise money for anyone or advertise or promote a product, service, website, pyramid scheme or other multi- tiered marketing scheme.



13. Attempt to upset any persons enjoyment of the game using any method either verbal or mechanical.

14. Interfere with any party's uninterrupted use and enjoyment of the Service and User Content or modify, impair, disrupt, alter or interfere with the use, features, functions, operation or maintenance of the Service.

15. Attempt to adapt or copy the software, including but not limited to .php .html, flash, java, or any other elements of the code. This also includes but is not limited to reverse assembly, recompile, decompile, modification or attempt to discover source coding or software that is used within the Service. This includes but is not limited to the Service or websites or any other property belonging to Social Applications Ltd or contracted third party software used by us.

16. Disguise / Use anonymous proxy to access the Service.

17. Sell or attempt to resell the service or any part of the service that may be on sale via Social Applications Ltd and/or Fortune Creek Poker. This includes but is not limited to; Virtual goods and currency, user accounts and information. In exchange for real currency or items of value.

#### **Accessing Fortune Creek Poker / Social Applications Ltd Service**

As a user or customer of the Service you may display the Service for your personal non-commercial use by any machine(s) of which you are the primary user. Fortune Creek Poker & Social Applications Ltd reserves the right to amend these Terms at any time and in any way. However, no amendment to these Terms shall apply to a dispute of which Fortune Creek Poker / Social Applications Ltd had actual notice on the date of amendment. It is up to the customer/user of the Service to check these terms regularly for changes and notification from us will be delivered in the form of the information being updated on the website.

Fortune Creek Poker & Social Applications Ltd reserves the right to change or discontinue the Service at any time and in any way deemed fit without prior notification to users. Using the Service means that you understand these rules and are bound by any game, website, application or forum rules published within the Service. Violation of these Terms will be regarded as an infringement of Fortune Creek Poker & Social Applications Ltd's Terms and copyrights in and to the Service. Fortune Creek Poker & Social Applications Ltd reserves the right to terminate your access to the service without notice if you violate these Terms. You must be 13 years old or older. In addition to this rule, if you are between the ages of 13 and 18, you represent that your legal guardian has reviewed and agrees to the Terms. You agree not to use the Service for any other purpose, or to copy or distribute the content of the Service except as specifically allowed in this agreement.

#### **Ownership & Intellectual Property**

Fortune Creek Poker from Social Applications Ltd and are protected by law from unauthorised use. All files and code (unless otherwise stated) are the property of Fortune Creek Poker & Social Applications Ltd. This includes, but is not limited to; images, videos, graphics, applications, designs, software, code, sound, music, information, text, content and source. The contents and the business are copyrighted under UK copyright laws, or copyrights are pending where no copyright is in place.



All files or materials belonging to Social Applications Ltd Service cannot be reproduced or used in any way whatsoever. All game names are trademarks of Fortune Creek Poker from Social Applications Ltd and may not be used without the express written permission of Fortune Creek Poker from Social Applications Ltd.

This includes but is not limited to; copied, modified, borrowed, used, distributed, downloaded, scraped, posted, republished, displayed, transmitted, exploited, linked to, infiltrated or sold by any means in part or whole without the express prior permission of Fortune Creek Poker & Social Applications Ltd in writing in advance of the action. Any action outside of these Terms of Ownership will be prosecuted and will result in civil and/or criminal penalties. All criminal activity is reported to the appropriate authorities and civil action will also take place due to the misuse of our property.

You acknowledge that you do not acquire any ownership rights by using the Service or by accessing any materials, files or purchasing any virtual goods on the Service by Social Applications Ltd or any derivative works thereof.

Feedback, ideas, comments and suggestions submitted or sent to Fortune Creek Poker & Social Applications Ltd regarding or in connection with the use of Fortune Creek Poker or Social Application Services shall become the property of Fortune Creek Poker & Social Applications Ltd. By submitting such information you agree to the exclusive rights of this information now belonging to Fortune Creek Poker & Social Applications Ltd and we have the express approval to use this in any manner we deem necessary or fit, without restriction and without compensation to you in any matter whatsoever. This does not include sensitive personal information such as account details but may include a reference in part such as on a page providing User Reviews where a name and town may be used.

Fortune Creek Poker & Social Applications Ltd grant you a personal, non-exclusive, non-transferable, revocable, limited scope license to use the Service solely for the purpose of viewing and using the applicable Services and for no other purpose whatsoever. Your license to use the Services is limited by these Terms.

### **Virtual Currencies and Goods**

The Service will include currencies and goods that are considered 'virtual'. Virtual property may include coins, chips, goods, products, points and gifts. Virtual products may be purchased via Fortune Creek Poker & Social Applications Ltd for actual real money (money in the real world). Your purchase of Virtual Currency is final and is not refundable, exchangeable or transferable except in Fortune Creek Poker & Social Applications sole discretion. Virtual goods or currency cannot be redeemed for real money or items of monetary value from Fortune Creek Poker or any other party.

It is acknowledged that players make buddies & friends via third party game providers and may wish to 'gift' items to each other via the methods provided within the game. This is acceptable as long as there is no 'real world money' values being traded for this activity and the action is purely one of playing the game. These virtual goods do not have a value outside of the game. Any player we suspect to be trading for real money may result in termination of your account with the Service permanently and/or legal action.

Fortune Creek Poker & Social Applications Ltd hold the sole rights to control, change, sell, delete, manage, regulate and modify it's Virtual Currency and Goods as it sees fit in its sole discretion, both within the game and via a players account. Fortune Creek Poker & Social Applications Ltd shall have no liability to you or anyone for the exercise of such rights. Prices and availability of virtual in game goods are subject to change without notice.



### **Privacy Policy**

Fortune Creek Poker & Social Applications Ltd will not disclose your personal information to any other person, body or company for any reason. The only exception to this is where higher authorities such as a Court or Police request such information.

Fortune Creek poker & Social Applications Ltd totally respect the privacy of our game players, visitors and customers. The information gathered from you is necessary for the reasons of you being able to use the Service, and the use of that information is subject to the rules and regulations provided herewith. Fortune Creek Poker & Social Applications Ltd may contact customers and players for the reasons of special promotions or for other reasons pertaining to the game, Service or Goods. We do not share your email address with any other body for the purposes of promotion of any other company. You acknowledge and agree that this Privacy Policy, including, but not limited to, the manner in which Fortune Creek Poker & Social Applications Ltd collects, uses and discloses your personally identifiable information, is incorporated and made part of these Terms. If User does not agree to every part of Fortune Creek Poker & Social Applications Ltd's Privacy Policy, then you should not play the game or submit any personally identifiable information through this game.

Fortune Creek Poker & Social Applications Ltd will not send you links to sign into any other product using your login or other details, and as such, you should ignore this kind of email and consider this spam in all cases. We will not contact you unnecessarily and without either just cause in response to an enquiry from you or with a special promotion. It is your responsibility to try to recognise spam, and to act in a responsible way when receiving emails. Fortune Creek Poker & Social Applications Ltd cannot and will not be held responsible for you falling foul of such emails or contact to gain access to this Service, your details or sensitive personal data in any way whatsoever. If you do not agree with this or any part of this Policy then you should not use the Service.

### **Account Responsibility**

Fortune Creek Poker & Social Applications Ltd may be available via a variety of social networks. The Service is only available to persons who are registered members of that social network via which they access the game and comply with the policies or terms of use/ service of that social network.

By creating an account with any social network through which you will access the Service, you agree to provide true, accurate, current and complete information about yourself and maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Only one account for the Service per person is allowed. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Fortune Creek Poker & Social Applications Ltd has the right to suspend or terminate your ability to participate in the Service. We will also refuse any current or future use of the Service (or any portion thereof).

Provider reserves the right to terminate accounts that have been inactive for a period of time we consider excessive.



## **Matters Covering Claims & Indemnity**

### **Complaints or Notices**

Fortune Creek Poker use all their own images and files within all of their game and website, however, if you believe that your copyrighted work has been used by us without your authorisation and is currently available on or in this Service or our website that constitutes copyright infringement, please provide information immediately to Fortune Creek Poker or Social Applications Ltd. Please include; a full description of the copyrighted work that you claim has been infringed upon. A description of where the material that you claim is infringing is located on the service or website; Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted. A statement by you that you have a good-faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Social Applications Ltd's Designated Agent acting for them will be provided upon acceptance of your complaint.

### **Indemnity**

You agree to fully indemnify Fortune Creek Poker, Social Applications Ltd and the Service and hold the said bodies and Service harmless from and against all and any losses, costs, expenses, claims, demands, liabilities and damages. This is regardless of reason for cause and that may arise directly or indirectly as a result of your (a) use of the Products or (b) acceptance of any virtual goods (c) any breach of this Agreement.

The player shall not allow any third party including, without limitation, any minor (person under the age of majority stipulated in the clause immediately above), to play at the poker room using the player's poker room account details. The player accepts full responsibility for the consequences of allowing such activity and, without derogating from the generality of any other indemnity contained herein, indemnifies and holds the Service harmless in respect of any damages arising from the same.

### **Company Includes Employees and Directors**

You agree to indemnify and hold Social Applications Ltd and each of its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with;

- a. Your use of and access to the Service
- b. Your violation of any term of these Terms of Service;
- c. Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- d. Any claim that one of your User Submissions caused damage to a third party; or
- e. Any Content you post or share on or through the Service.



### **Disclaimer of Warranty; Limitation of Liability**

You hereby agree that your use of the Service shall be at your sole risk. To the fullest extent permitted by law, Social Applications Ltd, its officers, directors, employees, and agents disclaim all warranties, express or implies, in connection with the Service and website and your use thereof including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement, accuracy, authority, completeness, usefulness, and timeliness.

Social Applications Ltd make no representation or warranties about the accuracy or completeness of the content of the Service, any sites linked to the Service, or third parties using displaying the Service and assumes no liability or responsibility for any errors, mistakes or inaccuracies of content. In addition, the Service and Company takes no responsibility for personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, any unauthorised access to or use of our secure servers and/or all personal information and/or financial information stored therein. Social Applications Ltd takes no responsibility for any interruption or cessation of transmission to or from the Service, bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Service by any third party. In addition to this, Social Applications take no responsibility for any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Service.

In no event will Fortune Creek Poker & Social Applications Ltd, its directors, officers, agents, contractors, partners and employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Service or other materials on, accessed through or downloaded from the Service, whether based on warranty, contract, tort, or any other legal theory, and whether or not Social Applications &/or Fortune Creek Poker has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that Fortune Creek Poker & Social Applications Ltd shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

### **Disputes with Others**

We have no obligation to manage or monitor disputes between you and other users of the Service. Nor do we have any obligation to get involved with such a case for the benefit of any other party whatsoever. If you have a dispute with other users, you release Fortune Creek Poker & Social Applications Ltd from any involvement and hereby agree to indemnify Fortune Creek Poker & Social Applications Ltd from claims and demands of every kind, known and unknown, arising out of or in any way connected with such dispute.

### **Binding Arbitration**

If you and Fortune Creek Poker or Social Applications Ltd are unable to resolve a Dispute through informal negotiations, either you or Fortune Creek Poker or Social Applications Ltd may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other.



We are responsible only for our own costs in connection with any court hearings brought about by us. Hearings brought about by any third party in relation to a player or third party requiring us to appear or provide evidence of any kind will result in the said player or third party responsible for any costs incurred by Fortune Creek Poker or Social Applications Ltd. This will include all costs including court costs and expenses.

Fortune Creek Poker & Social Applications Ltd are not liable for the conduct whatsoever of any third parties or third party services, and you agree not to seek to hold us responsible for any actions, service, operation or operators, and the risk of the service and external sites and the injury from the foregoing rests entirely with you.

Under no circumstances will Fortune Creek Poker or Social Applications Ltd be liable to you for more than any amounts paid to Fortune Creek Poker in to 90 (ninety) days immediately proceeding the date on which you first assert any such claim.

#### **Posting on Other Areas, Including Offline, the Internet & Websites**

It is strictly prohibited for any body outside of the Company of Social Applications Ltd or Fortune Creek Poker and within our direct instruction to post information regarding the Service, individuals, games or usage that Social Applications Ltd and Fortune Creek Poker do not agree to. This information may be files, images or any other possible content in any form whatsoever. This includes your own website or any other person or company's site or property. Furthermore, this also includes areas that are both online or offline. In particular, but not limited to personal or commercially competitive content that is critical or likely to harm or injure the Service reputation.

Social Applications & Fortune Creek Poker may provide permission to advertise the Service that comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of us or others. Nor, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene, illegal/unlawful or otherwise objectionable information, topic, name or other material. All of Fortune Creek Poker & Social Applications Ltd's rights and remedies are expressly reserved, and Fortune Creek Poker & Social Applications Ltd may revoke this limited license, in whole or in part, upon notice.

Fortune Creek Poker must expressly give exceptions to the posting of links, screenshots, avatars, emails and information regarding to or referring to the Service or Social Application Ltd in writing or by an alternative agreed contract, such as payment.

Such companies agree to include, and not remove or alter Fortune Creek Poker trademark, copyright or other proprietary rights notices, as provided by Fortune Creek Poker on the Service. You agree that all goodwill that arises in connection with your permitted use of Fortune Creek Poker content or trademarks is exclusively belongs to Fortune Creek Poker & Social Applications Ltd, and you agree not to challenge Fortune Creek Poker, nor use or adopt any trademarks that might be confusingly similar to such Fortune Creek Poker from Social Applications Ltd trademarks.

#### **Terms Content Waiver/Severability**

Fortune Creek Poker & Social Applications Ltd state that if any portion of these Terms is found to be illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity without affecting the validity or enforceability thereof in



any manner or jurisdiction and without affecting the remaining provisions of the Terms. Furthermore, we ask any body finding any part of the Terms falsely or illegally included that you write to us and ask us to make such amendments deemed necessary and include the parts in question and full detailed information.

#### **Cheating within the game**

Its against the rules to log in multiple accounts to play in the same room no more than one account per person is allowed. Blind dodging ie: leaving the table so you don't have to submit a blind then coming back to the table once the blind has past is not tolerated. Collusion is also breaking our terms of service example: telling a friend what your cards are which is known as collusion is classed as cheating and shall not be tolerated and you will be banned for this.