



Terms of Service (TOS) for ChessAndCash

Effective Date: October 28, 2025

Welcome to ChessAndCash! Please read these Terms of Service ("TOS") carefully before using our platform, including our website, mobile application, and any related services (collectively, the "Service").

1. Acceptance of Terms

By accessing, browsing, installing, downloading, or using the Service in any manner, you ("User" or "You") agree to be bound by these TOS, our Privacy Policy, and all other operating rules, policies, and procedures that may be published from time to time on the Service by ChessAndCash (collectively, the "Agreement"). If you do not agree to all the terms and conditions contained in the Agreement, do not use the Service.

2. The Service Description

ChessAndCash provides an online platform where users can engage in the game of chess against other users. A core feature of the Service is the option for users to participate in:

- **Money Matches:** Individual challenges against other users where a monetary stake (in Coins) is involved.
- **Money Tournaments:** Organized competitions where participants contribute a monetary entry fee (in Coins).

ChessAndCash is solely a service provider of the platform for the game of chess and related user interactions. We are not a financial institution, a gambling operator, or a party to the monetary transactions or staking agreements between users.

3. User Accounts and Eligibility

- **Registration:** To use the money features of the Service, you must register for an account and provide accurate, complete, and updated information.

- **Age Restriction:** You must be at least **18 years of age** or the age of legal majority in your jurisdiction to use the Service, particularly the features involving money. By using the Service, you represent and warrant that you meet this requirement.
- **Responsibility:** You are solely responsible for maintaining the confidentiality of your account password and for all activities that occur under your account.

4. ChessAndCash In-Game Currency ("Coins") and Monetary Transactions

4.1 Purchase and Use of Coins

- **In-Game Currency:** ChessAndCash operates using a virtual, in-game currency known as "Coins." Coins are the sole means by which users can participate in Money Matches, Money Tournaments, and other features requiring a monetary stake on the Service.
- **Deposit/Purchase Rate:** Coins are purchased at a fixed rate: **one (1) Coin is equal to one (1) U.S. Dollar (USD) or its equivalent value in the user's local fiat currency (e.g., 1 EUR, 1 GBP, etc.).** This purchase rate is subject to change only upon prior notice by ChessAndCash.
- **Transaction Processing:** Users may acquire Coins by depositing real fiat currency through designated third-party payment processors. You agree to be bound by the terms of these processors.
- **No Interest:** Coins held in your account do not accrue interest or any other monetary value appreciation.
- **License, Not Property:** You acknowledge and agree that Coins do not constitute real currency, property, or any form of stored value. **The Coins represent a limited, non-transferable, revocable license** to use certain features of the Service. You have no property interest in the Coins.

4.2 Coin Redemption, Fees, and Exchange

- **Fixed Redemption Rate:** Unused Coins may be redeemed for fiat currency at the fixed redemption rate of **one (1) Coin equals one (1) U.S. Dollar (USD)** or its functional equivalent in the local fiat currency.
- **Fees and Deductions:** All redemptions are subject to applicable fees, which may include:
 - **a.** A pre-determined percentage cut or transactional fee deducted by ChessAndCash (the "Company Fee").
 - **b.** Third-party processing fees.
 - **c.** Any in-game losses or fees incurred during gameplay.
 - **The User will receive the fixed redemption value of their Coins minus all applicable fees and deductions.**
- **Finality of Redemption:** Redemption requests are subject to approval, minimum thresholds, and applicable processing times. You accept that the final amount of fiat currency you receive will reflect the fixed redemption rate less all Company Fees and transactional costs.

4.3 Transaction Disclaimer and Liability

- **Sole Risk:** The decision to deposit funds, purchase Coins, and use Coins for staking in games is made at the **User's sole risk**.
- **No Responsibility for Losses:** ChessAndCash shall **NOT** be responsible or liable for any loss of Coins or real money funds due to:
 - a. Game outcomes, match losses, or tournament elimination.
 - b. System failures, maintenance, or interruptions.
 - c. User errors in staking or initiating transactions.
 - d. Disputes over the calculation or application of Company Fees or third-party fees.
- **AML Compliance:** ChessAndCash reserves the right to impose limitations on Coin purchases, use, and redemption to comply with anti-money laundering regulations and other legal requirements. Funds or Coins may be frozen or forfeited if suspicious activity is detected.

5. Disclaimer of Liability and Indemnification (THE CORE AGREEMENT)

BY USING THE SERVICE, YOU EXPLICITLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- **Service Provider Status:** ChessAndCash acts *only* as a neutral technological platform provider. We are not involved in the actual monetary exchange or the agreement between users to stake money, only facilitating the use of Coins.
- **Assumption of Risk:** You assume all risks associated with using the Service, including the risk of financial loss, loss of deposited funds, game manipulation, account compromise, or technical failures.
- **Disclaimer of Losses:** ChessAndCash shall **NOT** be held liable or responsible for any financial losses, direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from:
 - a. Your use of or inability to use the Service, including the money-related features.
 - b. Any loss of funds or disputed monetary outcomes of matches or tournaments.
 - c. Any breach, failure, or delay in payment processing, whether by a user or a third-party processor.
 - d. The cost of procurement of substitute goods and services resulting from any goods, data, information, or services obtained or messages received or transactions entered into through or from the Service.
 - e. Unauthorized access to or alteration of your transmissions or data.
- **Indemnification:** You agree to indemnify and hold harmless ChessAndCash, its officers, directors, employees, and agents from any and all claims, damages, liabilities, costs, and expenses (including attorneys' fees) arising from your use of the Service, your violation of this TOS, or your violation of any rights of another person or entity.

6. User Conduct and Termination

- **Cheating/Collusion:** Any form of cheating, use of external assistance (like chess engines), collusion with other users, or manipulation of the Service is strictly prohibited and will result in immediate termination of your account and potential forfeiture of all funds/Coins.
- **Fair Play:** You agree to adhere to the principles of fair play and sportsmanship.
- **Termination:** ChessAndCash reserves the right to terminate or suspend your account, without notice or liability, for any breach of these TOS, including but not limited to, fraudulent activity or misuse of the money features.

7. Changes to the TOS

ChessAndCash reserves the right, at its sole discretion, to modify or replace any of these TOS at any time. We will provide notice of changes by posting the updated TOS on the Service. Your continued use of the Service after any such changes constitutes your acceptance of the new TOS.