

Qualleta, Inc. | TERMS OF SERVICE

Last Updated: April 27, 2026

These Terms of Service (“**Terms**”) constitutes a legal agreement between you (“**user**”, “**you**”, and “**your**”) and Qualleta, Inc. d/b/a StartPlaying (“**StartPlaying**”, “**us**”, “**we**”, and “**our**”) and cover use of our websites, platform, mobile apps, downloadable content, digital assets, website purchases, subscriptions and other services provided by us (collectively, our “**Services**”). By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and all relevant documentation, as incorporated in these Terms by reference. These Terms applies to all our Services, including any updates, enhancements, new features, and / or the addition of any new properties. It's important that you read these documents thoroughly as they outline your legal rights and obligations with respect to your use of our Services.

Nothing in these Terms is intended to limit or exclude the application of any mandatory consumer laws in your jurisdiction of residence. If you do not agree to these Terms, you are not permitted to use our Services.

Parents & Guardians

We do not provide game rating information on our Services or any content that appears on our Services and our Services involve possible exposure to unfiltered/uncensored user-generated content, including user-to-user communications and media sharing. We strongly encourage you to supervise your child's online activities, review the content they access, and, when necessary, monitor their social interactions.

1. GENERAL TERMS

ELIGIBILITY

By accessing or using the Services, you confirm that you are either an adult of legal age in your jurisdiction or have obtained verifiable parental or guardian consent. If you are under the legal age, your parent or guardian must agree to these Terms on your behalf, and both you and your guardian are responsible for compliance and all actions associated with your Account (defined below). Misrepresentation of age or consent is a material breach of these Terms and may result in termination of your Account or access to the Services. We comply with relevant privacy protection regulations, including the Children’s Online Privacy Protection Act (“**COPPA**”), the General Data Protection Regulation (“**GDPR**”), and the California Consumer Privacy Act (“**CCPA**”). If we discover that we have collected personal information from individuals below the minimum age defined by these laws, we will promptly delete such data. If you believe this has occurred, please contact us at support@startplayinggames.com.

ACCOUNTS

Some elements of the Services may require that you create an account, whereas for other Services, an account may be automatically created for you when you access the Services for the first time (each an “**Account**”). To create an Account, you may be asked to provide your age information and country/region, and then provide an email address, a username, a password, and such other information as we may deem necessary in connection with the creation of your Account, all of which will be processed and stored in accordance with our [Privacy Policy](#). You must provide accurate, current, and complete information about you when creating an Account. You are responsible for keeping your Account username and password secret. You also agree not to sell, transfer, or share your Account, or your Account’s username or password, and you agree to notify us immediately if you suspect any unauthorized use of your Account. We have the right to deny the creation of any Account, for any legitimate reason, and we reserve the right to terminate any Account that violates these Terms in accordance with the termination provisions below and to delete any Account information in accordance with our Privacy Policy.

CHILDREN ACCOUNTS

If you are a parent or legal guardian, creating an Account on behalf of your child, their use of our Services is subject to the following requirements: (a) you, the parent or legal guardian, ensure that your child's use of our Services is limited solely to accessing and using age-appropriate Services, (b) you determine the Services are appropriate for your child, (c) you shall ensure that your child shall comply with all safety instructions, rules, code of conducts, these Terms, and any supplemental terms, and (d) you shall explain these Terms, any codes of conduct, and any other rules associated with our Services to your child. By creating an Account for your child, you consent to these Terms, and you assume any and all responsibility for the child's use of our Services as provided by these Terms and any other applicable terms. You, as the parent or legal guardian, will be responsible for any breach of any representations, warranties, or these Terms, and any attempt of your child to disaffirm these Terms. You represent that you have the legal authority to accept these Terms on behalf of yourself, your child, and all other parents or legal guardians of the child.

SYSTEM REQUIREMENTS & COMPATIBILITY

To use our Services, ensure your device meets all necessary system requirements and is compatible with supported platforms. Your use of third-party platforms is subject to their respective terms and conditions. Additionally, an internet connection may be required for certain features. You are responsible for maintaining a reliable connection and covering any associated costs, including data fees. In the event of a conflict between these Terms and third-party terms, the third-party terms govern platform-specific issues, while these Terms govern all other aspects of your use of the Services.

THIRD-PARTY LINKS, ADVERTISING & SERVICES

Our Services may include hyperlinks to third-party websites or services, display advertisements for third-party goods, promotions, or content, and provide access to third-party functionality or platforms. These third parties operate independently, and we disclaim responsibility for their content, accuracy, legality, or practices. Interactions with third-party entities are at your own risk, and we are not liable for any loss, damage, or disputes arising from such interactions.

UPDATES & SERVICE CHANGES

We may provide patches, updates, or upgrades to our Services that are required for continued use. These updates may occur automatically and without prior notice. We are not obligated to provide updates or guarantee ongoing compatibility with all systems or devices. From time to time, we may modify, alter, or suspend parts of our Services to improve functionality, address technical or legal issues, or for other valid reasons.

ADDITIONAL SERVICES

We may offer additional products, services, or features ("Additional Services") from time to time. Additional services may be subject to additional terms, conditions, fees, or rules ("Additional Terms"). Any Additional Terms may be incorporated into these Terms. In the event there is a conflict between these Terms and the Additional Terms, the Additional Terms shall control as they relate to the Additional Services.

TRIAL OR LIMITED-USE SERVICES

If you access a trial version or free tier of our Services, usage may be restricted by time, features, or other limitations. Attempting to bypass these restrictions is prohibited and may result in account termination or legal action. We may enforce these limitations using reasonable technical measures.

AVAILABILITY OF SERVICES

The availability of our Services may vary by region, device, or local laws. Changing regions may affect access to certain Services or Content, and some features may no longer be accessible if prohibited in your new location.

PROMOTIONS, DISCOUNTS, AND PROMOTIONAL CODES

From time to time, we may offer limited promotions on specific products, features, or Services. While we will use best efforts to maintain those promotions for the intended period of time, there may be occasions on which we need to stop or pause a promotion earlier than first announced. We reserve the right to do so when required. We may also offer, or continue to honor, discounts that are specific to your account and which were created as a part of a promotional purchase or bundle. However, we do reserve the right to remove any ongoing discounts that we in our sole judgement decide we can no longer support. We will not do so without notifying you in advance. In addition, on occasion we may offer special bonus codes or promotional codes that grant you a lower price or limited license to access specific features, products, or Content within our Services ("Promotional Codes"). These Promotional Codes may be time-limited and may come with additional terms and conditions that dictate how they can be used and when they are available. If you receive a Promotional Code then that Promotional Code is meant just for you; they are non-transferable and carry no real-money value. You cannot sell or distribute these codes unless explicitly authorized by us. Additionally, using Promotional Codes for unauthorized advertising, marketing, sweepstakes, raffles, or any other promotional activities not sanctioned by us is strictly prohibited.

2. INTELLECTUAL PROPERTY

OWNERSHIP

Our Services, including the Qualleta, Inc. name and logo, StartPlaying name and logo, and all copyrights and trademarks, as well as all Content within the Services (defined below), are the exclusive property of StartPlaying or its licensors. "**Content**" includes the platform, platform infrastructure, technology, software, applications, downloadable content, virtual items, text, forum posts, chat messages, music, sound, pictures, videos, graphics, audiovisual works, designs, characters, icons, upgrades, links, features, and any other materials or assets we provide. Certain materials may be licensed from third parties, who retain all rights in their respective materials.

LICENSE GRANT FOR OUR SERVICES

Subject to your compliance with these Terms, we grant you a non-exclusive, revocable, non-transferable, personal license to access and use our Services for personal, non-commercial purposes. This license does not grant you the right to: (a) create derivative works or modifications of our Services; (b) redistribute or resell our Services or Content; or (c) use our Services or Content for commercial purposes, including public performances, competitions, or promotions, without prior written consent.

We reserve the right to revoke this license immediately in the event of a material breach of these Terms. Upon termination, you must cease all use of the Services and destroy any copies of Content in your possession.

ARTIFICIAL INTELLIGENCE RESTRICTIONS

You acknowledge and agree that all proprietary Content, including user interface elements, code, audiovisual works, and any user interactions facilitated by our Services, is the exclusive property StartPlaying or its licensors. You are prohibited from: (a) using, reproducing, or modifying proprietary Content to train, test, or enhance artificial intelligence (AI) or machine learning (ML) models; (b) incorporating proprietary Content into datasets, training models, or algorithms, whether for commercial or non-commercial purposes; or (c) scraping or harvesting data from the Services for use in AI/ML applications, except where expressly authorized by applicable law or prior written consent from StartPlaying.

Violations of this provision constitute a material breach of these Terms and may result in immediate termination of your access to the Services, as well as legal action to protect our rights.

EXTERNAL CONTRIBUTIONS POLICY

We welcome your suggestions and feedback submitted through official channels. However, by providing us with suggestions, feedback, or other submissions ("**Contributions**"), you agree that: (a) Contributions must not include copyrighted, proprietary, or otherwise protected materials unless you own the rights to share them or have obtained the necessary permissions; (b) You grant us a worldwide, perpetual, irrevocable, non-exclusive license to use, reproduce, distribute, modify, and publicly display your Contributions for any purpose without compensation; and (c) You indemnify us against any claims arising from your Contributions. This license does not obligate us to use or credit your Contributions. We disclaim liability for unauthorized or unlawful materials submitted by users.

3. DATA COLLECTION

Your access to and use of our Services, including but not limited to our games, are subject to the StartPlaying [Privacy Policy](#). The Privacy Policy governs how we collect, use, and share your personal data. By using our Services, you acknowledge and agree to the practices described in the Privacy Policy. This section provides an overview of key data collection practices, including specific considerations for certain features or platforms.

GENERAL DATA COLLECTION

We may collect and process personal data to facilitate the use of our Services, improve performance, and enhance user experiences. This data may include account information, device information, usage statistics, and other technical data necessary to operate and optimize our Services. Refer to the Privacy Policy for detailed information on the categories of data collected, purposes of processing, and retention policies.

USER RESPONSIBILITY & PARENTAL GUIDANCE

You are responsible for ensuring compliance with applicable data protection laws and maintaining a safe environment when using our Services. This includes monitoring features such as voice chat, motion tracking, or sharing gameplay data. Parents or guardians must supervise minors' use of our Services and employ parental controls where necessary to restrict access to features unsuitable for children.

DATA RETENTION & USER RIGHTS

We retain data collected during your use of our Services only as long as necessary to fulfill the purposes outlined in our Privacy Policy or to comply with legal obligations. Players have the right to request access to, correction of, or deletion of their personal data in accordance with applicable privacy laws. Such requests can be directed to support@startplayinggames.com.

4. RESTRICTIONS & CODE OF CONDUCT

APPLICABILITY

The following restrictions on use and Code of Conduct apply to your use of our Services, as well as communications and interactions with StartPlaying employees, agents, and contractors, including members of our customer support, engineering, security, and community teams.

RESTRICTIONS ON USE

Unless explicitly authorized otherwise by StartPlaying, your use of the Services is subject to the following restrictions:

- The Services are for personal, private, and non-commercial use only, except as explicitly permitted by these Terms or by StartPlaying in writing.
- You may not sublicense, sell, rent, lease, or otherwise distribute the Services or any rights granted under these Terms.
- You shall be the only person using your Account in connection with our Services. For the sake of clarity, this includes engaging in the practice of table splitting.
- Reverse engineering, decompiling, or disassembling the Services is prohibited unless explicitly authorized by law.
- You may not bypass, disable, or remove any technical measures, such as anti-cheat protections, digital rights management (DRM), or encryption, designed to prevent misuse or unauthorized access.
- Cheating, exploiting bugs or glitches, using unauthorized software, or facilitating restricted activities is strictly prohibited.
- You may not use any bots, crawlers, scrapers, or any other automated tool to collect data from our Services.
- You may not engage in any behavior or actions that manipulate the search algorithms or rankings
- You may not violate any applicable terms, policies, licenses, or codes of conduct associated with the Services.
- You may not restrict or inhibit any authorized user from enjoying the Services, including through harassment, spamming, or grieving.
- Exporting or re-exporting the Services in violation of U.S. export controls, economic sanctions, or other applicable laws is strictly prohibited.
- Your use of the Services must comply with all applicable laws and regulations.
- You shall not circumvent, disintermediate, or otherwise avoid using our Service's payment processors when paying any Service fees or making any purchases related to our Services.

CODE OF CONDUCT

We are committed to maintaining a fair, respectful, and safe environment across all our Services, including in-game communities, forums, Discord, and social media platforms. By accessing or using our Services, you agree to follow our code of conduct which you can find [here](#). In addition to agreeing to follow our code of conduct, you also agree to:

- Treat all community members with respect. This includes refraining from harassment, stalking, or bullying, including repeated unwanted communications or behavior intended to intimidate or harm others.
- Hate speech, discriminatory language, or other targeted behavior that demeans or marginalizes individuals or groups is prohibited.
- Not create or share inappropriate, explicit, or offensive content, including vulgar usernames, avatars, or images that violates our Moral Code.
- Avoid spamming, such as excessive use of caps, repetitive messages, or disruptive emojis.
- Respect privacy by not sharing or soliciting personal information about others, including real names, addresses, or contact details.
- Avoid impersonating other users, staff, developers, or public figures, or disseminating false or misleading information.
- Refrain from cheating or exploiting bugs, glitches, or unintended mechanics to gain an unfair advantage or disrupt the experience of others.
- Avoid discussions, posts, or actions that promote illegal activities, phishing, fraud, or harm, including violence or self-harm.
- Comply with any applicable terms, policies, or rules associated with specific features or platforms through which our Services are accessed.

Violations of the code of conduct or these guidelines may result in enforcement actions, including account suspension, bans, or the removal of your access to specific Services features. We also reserve the right to update or change the code of conduct or these guidelines.

USER DISPUTES

We do not control or endorse the materials shared by other users through our Services. You may encounter materials that are offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and safety when interacting with others through our Services. You are solely responsible for your interactions with other users, and we are not involved in or liable for those interactions. In the event of a dispute with one or more users, you agree to release StartPlaying, including its officers, directors, agents, subsidiaries, and employees, from any and all claims, demands, and damages (actual, special, statutory, and consequential) of every kind and nature—whether known or unknown, suspected or unsuspected—arising out of or connected with such disputes. California residents specifically waive California Civil Code Section 1542, which states: "A general release does not extend to claims that the creditor does not know or suspect to exist in their favor at the time of executing the release, which, if known by them, must have materially affected their settlement with the debtor." While we reserve the right to monitor disputes, we are under no obligation to do so.

REPORTING VIOLATIONS

Users may report violations of these Terms or supplemental agreements using in-service tools or by contacting official support channels through support@startplayinggames.com. Reports must be specific and include details such as timestamps, screenshots, or other relevant evidence to assist in the investigation. Examples of reportable behaviors include (a) offensive or inappropriate player names, room names, or avatars; (b) instances of harassment, hate speech, or other misconduct; and (c) exploiting game mechanics or cheating. Malicious or knowingly false reports are prohibited and may result in penalties for the reporting party.

ZERO-TOLERANCE BEHAVIORS

We have zero tolerance for the following behaviors, which will result in immediate and severe enforcement actions, including permanent bans:

- Doxxing: Sharing or publishing private or identifiable personal information without explicit consent.
- Hate Speech: Discriminatory or hateful language targeting individuals or groups.
- Threats of Violence: Conduct that creates a credible threat to the safety of others.

Enforcement actions for these violations are applied upon confirmation through corroborating evidence, witness accounts, or patterns of behavior observed by moderators.

5. ENFORCEMENT

We are committed to ensuring compliance with these Terms and maintaining a safe and respectful environment across our Services, including our websites, games, forums, and other platforms. Violations of these Terms, related policies, or supplemental codes of conduct may result in enforcement actions as determined by StartPlaying at its sole discretion.

ENFORCEMENT ACTIONS

Violations may result in actions that include but are not limited to:

- Warnings: Notices issued for minor infractions or first-time offenses.
- Suspensions or Temporary Restrictions: Restriction of access to specific features, platforms, or the entirety of the Services for a defined period.

- **License Revocation or Permanent Bans:** Indefinite loss of access to certain features, platforms, or the Services, including revocation of the license to use our games, for severe violations such as threats of violence, harassment, or intellectual property infringement.

PROCEDURAL STANDARDS

Enforcement decisions are made based on available evidence, the severity of the violation, and the user's history of prior violations. Moderators and Support teams are authorized to investigate and apply penalties proportionate to the offense.

BAN EVASION

Attempts to circumvent bans or restrictions, including through alternate accounts or other means, are strictly prohibited and may result in escalated penalties or additional enforcement measures.

COORDINATION WITH SUPPLEMENTAL AGREEMENTS

In addition to the standards set forth in these Terms, supplemental agreements such as the [Code of Conduct](#) may impose additional enforcement requirements or higher standards for specific features or environments. In such cases, the supplemental agreement will apply, provided it does not conflict with these Terms.

DISCLOSURE TO AUTHORITIES

We may disclose personal data to law enforcement or regulatory bodies in accordance with our Privacy Policy if a violation presents a credible threat to safety, involves unlawful activity, or necessitates legal compliance.

LIABILITY DISCLAIMER

StartPlaying disclaims liability for any user violations of these Terms or supplemental agreements, including unauthorized conduct or content outside of our reasonable control.

6. USER GENERATED CONTENT

USER GENERATED CONTENT

"User Generated Content" ("UGC") means any digital content or communications related to our Services, including campaigns, campaign maps, rule sets, text, posts, user interactions, images, audio, video, mods, streams, and other materials shared on or outside our Services. UGC must either originate from, or reference, our Services, trademarks, or intellectual property. By creating or sharing UGC, you agree to comply with these Terms, the Code of Conduct, and all applicable laws, including copyright and trademark regulations. You further agree not to use UGC to misrepresent affiliation with or endorsement by StartPlaying and acknowledge that you are fully responsible for ensuring you have the necessary rights and permissions to share such content.

LICENSE GRANT TO YOU

We grant you a limited, revocable, royalty-free, non-transferable license to use our Services, including related copyrights and trademarks, for the purpose of creating, sharing, and distributing UGC for non-commercial purposes. This license automatically terminates upon termination of your Account or these Terms.

LICENSE GRANT TO US

By sharing UGC through or in connection with our Services, you grant us a perpetual, worldwide, royalty-free, transferable, sub-licensable license to use, modify, distribute, display, and create derivative works of your UGC for any purpose, commercial or non-commercial, without compensation to you.

While we do not assert any proprietary rights over your personal branding, creative assets, or original materials, by accessing our Services, you grant StartPlaying a worldwide, perpetual, royalty-free, and non-exclusive license to utilize such content. This license allows us to reproduce, modify, and display your materials for various objectives, including marketing initiatives, platform improvements, and fostering community interaction.

STREAMING GUIDELINES

Streams are considered UGC and must comply with these Terms, to include our Code of Conduct, and any applicable platform or site-specific policies. Streams must adhere to platform policies, avoid inappropriate or unlawful content, and include disclaimers clarifying that they are user-generated and not officially endorsed by StartPlaying. While standard platform monetization tools, such as ad revenue or subscriptions, are permitted for streams, additional monetization requires our prior written authorization.

COMPLIANCE & INDEMNIFICATION

As the creator and distributor of UGC, you are solely responsible for ensuring that your content does not infringe on the rights of others, violate these Terms, or cause harm. This responsibility extends to UGC shared on external platforms, such as Twitch, YouTube, or unaffiliated sites. By sharing UGC, you agree to indemnify StartPlaying and its affiliates against any claims, damages, or expenses arising from your content or its use, regardless of where it is distributed.

MODERATION & ENFORCEMENT

We reserve the right to monitor, moderate, modify, remove, or report any UGC, in our sole discretion. This includes campaigns, campaign maps, custom rules, streams, and any other forms of UGC, whether shared within our Services or on external platforms. Enforcement actions, such as warnings, suspensions, or bans, may be taken at our sole discretion to preserve the safety and integrity of our Services.

MORALITY CLAUSE

All UGC, including campaigns, campaign maps, custom rules, and streams, must comply with ethical standards. This includes refraining from promoting illegal activities, sharing illegal content, threatening the safety of our employees, users or the public, sharing any materials that are defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, using exploits, and respecting intellectual property rights. We permit sexually explicit UGC on our Services, however, we reserve the right to remove any sexually explicit or pornographic materials from our Services. For any Services that are intended for minors, sexually explicit or pornographic material is prohibited. This list is not complete and we reserve the right to modify this list, in our sole discretion, at any time. Violations of these standards, whether occurring within or outside of our Services, may result in enforcement actions, up to and including termination of your access to our Services. Our failure to remove any UGC that violates this section should not be considered a waiver of our right to remove the UGC in the future.

GAME THEMES

You acknowledge that roleplaying games or other UGC hosted on our Services may include sensitive or mature themes. We encourage users and game masters to explore social, political, and philosophical issues through the lens of role-playing games, ultimately, the game master or creator of the UGC retains discretion on what themes or other content will be included. Notwithstanding, we retain the right to remove any content we deem to have violated our Morality Clause.

PUBLIC AREAS & PRIVACY

Public forums, blogs, streaming platforms, and other spaces provided through or in connection with our Services are publicly accessible. You acknowledge that information shared in these spaces is subject to the respective platform's terms and that we are not responsible for unsolicited communications or misuse of your content on external platforms. To protect your privacy, we advise against sharing personal information in public spaces.

7. ONLINE PURCHASES

Some of our Services require you to make a purchase to access. By making a purchase through our Services, you agree to the following:

AGE

You are 18 years or older when you make a purchase on our Services.

CURRENCY

All purchases or other transactions are in United States Dollars.

PAYMENT METHODS

You can make your payment using various methods including debit or credit cards or other authorized payment providers. The payment information you provide is accurate, complete, and current. You have the right to use the payment method. You are responsible for any and all purchase made through our Services or with your payment method.

PRICING

At the time of purchase, you agree to the pricing, payment, and billing policies. You acknowledge that some pricing is set by other users providing services through our Services and that StartPlaying does not set these prices. The prices listed are before taxes. Taxes will be calculated based on your location during the checkout process. StartPlaying may also include other fees, which will also be added during the checkout process. You will see the full amount, including all applicable fees and taxes, detailed in the order summary at checkout.

AVAILABILITY AND CANCELLATION

We reserve the right to modify the availability, features, fees, billing practices, and prices of the Services, with no guarantee of future availability. If you object to any changes, your only recourse is to close your Account and stop using our Services. Continuing to use our Services following any changes indicates your acceptance. Furthermore, we reserve the right to cancel any purchase at any time for any reason.

REFUNDS

All purchases, excluding Virtual Items, are subject to our [Refund Policy](#).

8. VIRTUAL ITEMS

When using our Services, you may acquire (purchase or otherwise receive) such as virtual currency, virtual goods, virtual gift cards, and downloaded content ("**Virtual Items**") to enhance your experience. By acquiring and using these Virtual Items, you agree to the following:

NO OWNERSHIP

Virtual Items do not represent ownership. You are granted a non-exclusive, revocable, non-transferable license to use Virtual Items solely within the Services, subject to these Terms and any applicable supplemental agreements.

NON-REFUNDABLE PURCHASES

Purchases of Virtual Items are non-refundable, except as required by applicable law or as expressly stated.

NO MONETARY VALUE

Virtual Items have no inherent monetary value and cannot be exchanged for real money, goods, or services from us or others. They are non-transferable, and we reserve the right to modify, regulate, or remove Virtual Items at any time without liability.

USE & TECHNICAL ISSUES

Virtual Items may only be used as intended within the Services. Once Virtual Items are spent or consumed, you lose any associated rights. If technical issues affect Virtual Items, please contact support as stated in the respective game's documentation.

EFFECT OF TERMINATION

Upon termination of your access to the Services, you forfeit all rights to Virtual Items. Refunds or reimbursements will not be provided unless required by applicable law or explicitly stated in the respective game's documentation.

9. TERMINATION

AGREEMENT EFFECTIVENESS

These Terms become effective when you affirmatively accept them by downloading, installing, accessing, or using our Services. Your continued use of our Services constitutes acceptance of any updates to these Terms, provided you are notified of material changes and given the opportunity to review them. If you do not agree to the updated Terms, you must cease use of our Services and may terminate as provided below.

TERMINATION BY YOU

You may terminate the Agreement at any time by (a) deleting and removing all copies of our Services and Content from your devices and (b) destroying any physical or electronic backups in your possession. Termination by you does not affect any rights or obligations accrued prior to termination. We reserve the right to verify your compliance with these requirements if necessary. Failure to comply with deletion obligations may result in continued enforcement of these Terms.

TERMINATION BY US

We may terminate these Terms immediately and without notice upon your material breach, including but not limited to (a) unauthorized distribution or modification of our Services; (b) violation of our Code of Conduct or any applicable law in connection with our Services; and / or (c) circumvention of security features. In the event of termination by us, you must immediately cease all use of our Services and delete all copies. Failure to comply may result in legal action or further enforcement measures. In the event of a merger, acquisition, or similar transaction involving StartPlaying, your account and associated data may be transferred to a new entity. We will notify you prior to any data transfer; at which time you will have the option to manage or delete your account.

AUTOMATIC TERMINATION

These Terms terminate automatically if (a) you fail to comply with its material terms and do not remedy the breach within fourteen (14) days of receiving written notice from us; or (b) you become ineligible to use our Services due to legal or regulatory restrictions. Upon automatic termination, you must immediately cease all

use of our Services, delete all copies from your devices, and confirm compliance with these requirements upon request.

EFFECT OF TERMINATION

Upon termination, you are prohibited from: (a) accessing or attempting to use our Services in any form; (b) retaining, sharing, distributing, or otherwise making available any copies of our Services or Content; or (c) circumventing any technical measures or restrictions we implement to prevent access following termination. All rights granted to you under these Terms, including access to purchases, virtual currency, items, or any other features, will immediately cease without refund or compensation. Any progress or data associated with your use of the Services may be lost, and we are not liable for any damages resulting from such loss.

10. INDEMNIFICATION

SCOPE

You agree to defend, indemnify, and hold harmless StartPlaying, our affiliates, and our third-party developers and partners, including our respective employees, contractors, officers, directors, and agents, from any liabilities, claims, damages, losses, or expenses (including reasonable attorney's fees) arising out of or in connection with: (a) your breach of these Terms or any applicable law or regulation; (b) any content or information you provide that infringes or violates the rights of a third party; (c) your use or misuse of our Services; and / or (d) your unlawful acts or omissions.

DEFENSE & CONTROL

We and our affiliates, third-party developers, and partners reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You agree to cooperate fully with us in asserting any available defenses.

LIMITATIONS

You are not required to indemnify StartPlaying for any liabilities, damages, or losses arising from: (a) the negligent acts or omissions, fraud, or willful misconduct of StartPlaying, its officers, employees, contractors, or agents; or (b) circumstances where you are not the cause of the breach or claim.

THIRD-PARTY COSTS

You are solely responsible for any third-party costs incurred while using our Services, except where such costs are directly caused by StartPlaying's breach of these Terms.

11. LIMITED WARRANTY & LIABILITY

WARRANTY DISCLAIMER

StartPlaying, our affiliates, third-party developers, and partners, provide our Services "**AS IS**" and on an "**AS AVAILABLE**" basis. We make no express warranties or guarantees about our Services. TO THE GREATEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, FIT FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE, OR UNINTERRUPTED.

LIMITATION OF LIABILITY

StartPlaying, our affiliates, third-party developers, and partners are not liable for any damages from using or being unable to use our Services. THIS LIMITATION INCLUDES DIRECT, INDIRECT, SPECIAL,

CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). This includes damage to devices, except in cases of fraud, death, or personal injury caused by our negligence. If our Services damages your device due to our lack of reasonable care, we may compensate you or repair your device. OUR MAXIMUM LIABILITY AND YOUR SOLE EXCLUSIVE REMEDY SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR OUR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

STATUTORY CONSUMER RIGHTS

Nothing in these Terms shall limit your statutory consumer rights.

DATA BACKUPS

You should backup to another secure location, on a regular basis, any data files concerning your use of our Services as we accept no liability for lost or corrupted data.

12. DISPUTE RESOLUTION

INFORMAL RESOLUTION

Before initiating formal proceedings, you and StartPlaying agree to attempt resolving disputes informally. To initiate this process, you must send a written notice to support@startplayinggames.com detailing (a) your name, address, and contact information; (b) the nature of the dispute, with supporting facts; (c) the relief sought. We will respond within fifteen (15) business days of receipt. Both parties agree to engage in good faith negotiations for a period of sixty (60) days. If the dispute remains unresolved, formal proceedings may be initiated.

ARBITRATION AGREEMENT

Any claim, dispute, or controversy arising out of or relating to these Terms, our Services, or any related services shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration shall be conducted remotely unless both parties agree to an alternative arrangement. The following claims are excluded from arbitration: (a) claims seeking injunctive or other equitable relief to protect intellectual property rights; and (b) statutory claims that are not subject to mandatory arbitration under applicable law. Each party shall bear its own legal fees and costs unless the arbitrator determines otherwise in accordance with the applicable arbitration rules. The arbitrator shall have the exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability, or formation of these Terms, including the validity of the class action waiver outlined below.

CLASS ACTION WAIVER

All disputes must be resolved on an individual basis. BY AGREEING TO ARBITRATION, YOU WAIVE THE RIGHT TO BRING OR PARTICIPATE IN CLASS ACTIONS, COLLECTIVE ARBITRATIONS, OR REPRESENTATIVE ACTIONS. This waiver is a material part of these Terms and is intended to provide a more efficient resolution process for both parties.

GOVERNING LAW & VENUE

If arbitration is found to be unenforceable or inapplicable, any disputes shall be brought exclusively in the state or federal courts located in Fairfax County, Virginia. These Terms shall be governed by the laws of the State of Virginia and applicable federal laws of the United States, without regard to its conflict of law principles.

However, residents of jurisdictions where such provisions are prohibited may bring claims in their local courts as required by applicable law.

INTERNATIONAL USERS

For users residing outside the United States, these Terms shall be governed by the laws of your jurisdiction to the extent required by local consumer protection laws. Disputes involving international users may be resolved via arbitration under internationally recognized standards, such as the International Chamber of Commerce (ICC) Arbitration Rules, unless prohibited by local laws.

13. DMCA

INFRINGEMENT NOTICES

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights or otherwise have a valid basis under the law.

We respond to notices of copyright infringement that meet the requirements of the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the “DMCA”). If you believe that any Content, UGC, or other aspect of our Services constitutes copyright infringement or misappropriation of your trademark, please submit a notice of alleged infringement to our designated agent with the following written information: (a) identification of the copyrighted work you claim is infringed; (b) identification of the material you claim is infringing and its location within our Services or Services; (c) your contact information, including an email address; (d) a statement affirming your good faith belief that the use is unauthorized; (e) a declaration, under penalty of perjury, that the information provided is accurate and that you are authorized to act on behalf of the copyright owner.

Our designated agent contact information is: support@startplayinggames.com

Please note that under the DMCA, you may be liable for damages (including costs and attorney fees) if you knowingly misrepresent that material or activity is infringing. Please also note that the information provided in your copyright infringement notice may be provided to the person responsible for the allegedly infringing material.

REPEAT INFRINGER POLICY

If you repeatedly violate these Terms, for instance by infringing our intellectual property rights, our Code of Conduct, or the rights of third-parties, we reserve the right to take adverse action against you including, without limitation: (a) suspending your access to some or all of our Services; (b) disabling your Account; (c) barring you from creating an Account or accessing our Services in the future; or (d) taking appropriate legal action to enforce these Terms or our other rights under applicable law.

14. MISCELLANEOUS

ENTIRE AGREEMENT

These Terms and any supplemental terms, policies, rules and guidelines posted on our Services constitute the entire agreement between you and us and supersedes all previous written or oral agreements. If any part of these Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

NON-TRANSFERABILITY

These Terms are personal to you, and you are not permitted to assign, sub-license, transfer, or dispose of your rights or obligations under these Terms.

EXPORT RESTRICTIONS

You agree to comply with all applicable export and import laws, restrictions, and regulations of the United States or any foreign nation. You will not export, re-export, or import our Services or their documentation in violation of any such restrictions, laws, or regulations, and will not transfer our Services or their documentation to any foreign national or destination prohibited by such laws without obtaining and complying with requisite government authorization.

CONTROLLING LANGUAGE

The original language of these Terms is English even if it may be available in other languages. By selecting “I Agree” through any acknowledgement method, you confirm that you have reviewed and accepted the terms of these Terms. If you cannot access these Terms in full, you must exit our Services and refrain from use until you have done so. The English version of these Terms controls any dispute between you and us arising from or related to these Terms.

CHANGES

We reserve the right to make changes to these Terms and our policies at any time. Significant changes will be communicated through our Services or, with your consent, via email. By providing your email during registration or through our affiliates, you agree that we may send you notices and other information concerning our Services electronically. Your continued use of the Services after such changes constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you may terminate your use of the Services without any additional charges to us, though you remain liable for any unpaid amounts due to third-party providers. We recommend reviewing these Terms regularly to stay informed of any updates.

LEGAL EFFECT

These Terms are governed by and interpreted in accordance with the laws of the State of Virginia, excluding its conflict-of-law principles. In the event of a conflict between these Terms and the mandatory consumer protection laws in your jurisdiction, the latter will take precedence. However, all other provisions of these Terms will remain enforceable to the fullest extent permitted.

NO WAIVER

Our failure to enforce a provision of these Terms shall not be construed as a (a) waiver of such provision, or (b) diminishment of any right to enforce such provisions. Further, we may choose to waive enforcement of a provision of these Terms in any instance; however, you are still obligated to comply with that waived provision in the future.

FORCE MAJEURE

No party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including, war, terrorism, acts of public enemies, strikes or other labor disturbances, zombie apocalypse, power failures, fires, floods, earthquakes, acts of God, and other natural disasters.

REMEDIES

You acknowledge and agree that any violation or threatened violation of these Terms will cause irreparable injury to us, entitling us to seek injunctive relief without the necessity of proving actual damages, in addition to all other remedies at law or in equity. You specifically acknowledge that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by us as a result of a breach of any of the provisions of these Terms.

SEVERABILITY

If any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of these Terms shall be given full force and effect.

SURVIVAL

Any provisions of these Terms that by their nature should survive termination shall survive.

CONTACT US

If you provide us with your email address for any purpose, you agree to receive all notices and communications ("**Notices**") from us in electronic form at such email address. Delivery of any Notice from us is effective when sent to your email address, regardless of whether you receive or read the Notice. You agree to send us all legal notices, including notices of dispute and/or notices of infringement, to the address below.

For issues regarding customer support, please contact our support team as follows:

By email: support@startplayinggames.com

Last Updated: April 27, 2026

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