

## Qualleta, Inc. | YOUNG HEROES PRIVACY NOTICE

Last Updated: July 8, 2026

This privacy notice ("Notice") supplements our [Privacy Policy](#) and provides additional information about how we collect, use, and disclose personal information from children under the age of 13 (a "Child" or "Children") when you, the legal guardian or parent ("You" or "Guardian") of a Child, use our Services. This Notice specifically addresses the U.S. Children's Online Privacy Protection Act ("COPPA"). This information also applies to any Child outside of the United States.

### **1. HOW A CHILD'S INFORMATION**

We collect a Child's information through several different means. We collect the information directly from you, the Guardian, from the Child directly, and automatically by using our services.

#### **FROM GUARDIANS**

We collect almost all personal data about a Child directly from the Guardian, mainly through the Guardian's Account. We require the Guardian to create a Guardian Account which will be the main account associated with the Services. In addition, the Guardian shall also create a Child Account for their Child. The Child Account shall be linked to the Guardian Account. Guardians are required to review and agree to the [Guardian Consent Agreement](#) and provide verifiable parental consent to create the Guardian Account and Child Account.

When creating either the Guardian Account or Child Account, the Guardian will provide certain personal identifiable information about the Child such as: name, geographic location, time zone, age, and other necessary information for StartPlaying to provide the services. We also collect your, the Guardian's, name, address, email, and other personal identifying information.

Guardians shall be responsible for enrolling their Child in any Adventure, including but not limited to providing the necessary billing information.

#### **FROM CHILD**

We will only collect information directly from a Child once we have verified parental consent of the Guardian. We do not allow a Child to create an account on their own. If we discover that a Child has created an account on their own, then we shall use commercially reasonable efforts to contact the Guardian to obtain verified parental consent or delete the account and any associated information.

During an Adventure, the Child may be required to share a character sheet, character descriptions, item descriptions, or other information necessary to facilitate the GM's ability to run the Adventure ("Adventure Materials"). Some of Adventure Materials may be considered as personal identifiable information from the Child. All Adventure Materials will only be shared internally, stored, or otherwise used to facilitate the Child's participation in the Adventure. We shall not sell, distribute, or otherwise share the Adventure Materials. For the sake of clarity, the Child or Guardian may share the Adventure Materials with the GM or StartPlaying and the GM may only share the Adventure Materials with StartPlaying only as necessary to store, save, or keep track of the Adventure. StartPlaying may share Adventure Materials with law enforcement agencies or government agencies if required by law.

#### **AUTOMATIC INFORMATION COLLECTION**

We use technology to automatically collect information from our users when they access and navigate through the Service and use certain of its features. The information we collect through these technologies may include:

- One or more persistent identifiers that can be used to recognize a user over time and across different websites and online services.
- Information that identifies a device's location (geolocation information).

- Biometric identifiers that can be used for the automated or semi-automated recognition of an individual.

We also may combine non-personal information we collect through these technologies with personal information about you or your Child that we collect online.

## **2. USING A CHILD'S INFORMATION**

We use the personal information we collect from your Child to:

- register the Child for an Adventure or other Services
- communicate with you and the Child about the Adventure or Services;
- track, save, and store their progress and performance in the Adventure or other activities;
- publicly share your Account user name, the Child's username, the Child's age range, your Child's time zone.

We use the information we collect automatically through technology (see Automatic Information Collection) and other non-personal information we collect to improve our Service and to deliver a better and more personalized experience by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about the Child's preferences, allowing us to customize the content according to individual interests.

We use geolocation information we collect to share time zone locations with the GMs to facilitate scheduling Adventures. We recognize that any form of geolocation information is sensitive information and its use will strictly be limited to facilitate scheduling Adventures and if necessary, shared with local authorities if required by law.

We record video, audio, and written communications of the Adventure. The recordings, including transcripts, are only available to StartPlaying employees for quality assurance and safety purposes. No GM, Guardian, Children, or other person shall have access to the recordings. StartPlaying may share the recordings with law enforcement agencies or government agencies as required by law. We shall only retain the recordings for a period of 90 days unless we are required by law to retain it for a longer period of time.

## **3. ABOUT GMS**

We have adult GMs who have been reviewed and approved to lead Adventures with Children. GMs are not employees; they work with us as contractors. StartPlaying employees may also moderate or monitor an Adventure.

## **4. THIRD-PARTY SITES AND TOOLS**

In order to participate in an Adventure, we require all users to use third-party sites and services. For Children participating in an Adventure, StartPlaying provides a secure link to a video conferencing service. We have reviewed the privacy and security practices of the third-party services we direct Children to use and require that they offer protections appropriate for use by children. We encourage you to review the privacy notices for those third-party sites and services to understand their privacy practices.

## **5. OUR PRACTICES FOR DISCLOSING A CHILD'S INFORMATION**

We do not share, sell, rent, or transfer Children's personal information other than as described in this Notice. We may disclose aggregated information about many of our users, and information that does not identify any individual. In addition, we may disclose a Child's personal information:

- To third parties we use to support the internal operations of our Service and who are bound by contractual or other obligations to use the information only for such purpose and to keep the information confidential.
  - o Zoom.com, the virtual conferencing platform. We share contact information and limited user information in order to create virtual conference room for the participates to play the Adventure.

- o Dndbeyond.com. We may request you on behalf of your Child to create an account with D&D Beyond to participate in the Adventure.
- o Roll20.net. We may request you on behalf of your Child to create an account with Roll20.net to participate in the Adventure.
- If we are required to do so by law or legal process, such as to comply with any court order or subpoena or to respond to any government or regulatory request.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of StartPlaying, our customers or others, including to:
  - o protect the safety of a Child;
  - o protect the safety and security of the Service; or
  - o enable us to take precautions against liability.
- To law enforcement agencies or for an investigation related to public safety.

If StartPlaying is involved in a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of StartPlaying's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding or event, we may transfer the personal information we have collected or maintain to the buyer or other successor. Any buyer or other successor shall be bound by the terms of Notice.

## **6. ACCESSING & CORRECTING YOUR CHILD'S INFORMATION**

At any time, you may review your Child's personal information maintained by us, require us to correct or delete the personal information, and/or refuse to permit us from further collecting or using your Child's information. The right to access information does not include any information that also contains other Children's personal information, for example, recorded videos of the Adventures.

You can review, change, or delete your Child's personal information by:

- Logging into your Account or your Child's Account and visiting the account profile page.
- Sending us an email at [youngheroes@startplaying.com](mailto:youngheroes@startplaying.com). To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make corrections.

## **7. OPERATORS THAT COLLECT OR MAINTAIN INFORMATION FROM CHILDREN**

The following are all operators that may collect or maintain personal information from children through the Service:

| Operator Name                         | Postal Address                                                              | Phone Number   | Email Address                                                              |
|---------------------------------------|-----------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------|
| Zoom Communications, Inc.             | Data Protection Officer<br>55 Almaden Blvd, Suite 600<br>San Jose, CA 95113 | 1-888-799-0182 | <a href="mailto:educationalprivacy@zoom.us">educationalprivacy@zoom.us</a> |
| Wizards of the Coast LLC (D&D Beyond) | Customer Support<br>P.O. Box 707<br>Renton, WA 98057-0707                   | (800) 324-6496 | <a href="mailto:privacy@wizards.com">privacy@wizards.com</a>               |
| Roll20 LLC                            | 2657 Windmill Parkway,<br>Suite 630, Henderson, NV 89074                    | Not Provided   | <a href="mailto:team@roll20.net">team@roll20.net</a>                       |

Please direct inquiries about any third-party operator's privacy practices and use of Children's information to the individual operator using the contact information provided above.

## CONTACT US

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

By email: [youngheroes@startplaying.com](mailto:youngheroes@startplaying.com)

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