

Startup Wars® Privacy Policy

Last Updated August 12th, 2022

Thanks for using Startup Wars® (including its mobile application, website, web-based applications, and any other tools, products, or services provided by Startup Wars, Inc. that link to or reference this Privacy Policy) (collectively, the “Services”). The Services are provided by Startup Wars, Inc. (“Startup Wars,” “we,” “our,” or “us”), located at **A Registered Agent, Inc. 8 The Green, STE A Dover , DE 19901**. We are committed to protecting your privacy and, for that reason, we have adopted this Privacy Policy to explain our data collection, use, and disclosure practices for the Services.

This Privacy Policy applies to information that Startup Wars collects through the Services, as well as other information provided to us online or offline by third parties, when we associate that information with customers or users of the Services; however, it does not apply to information collected from our employees, contractors, or vendors. It also does not apply to information that you share with third parties. You acknowledge and agree that Startup Wars is not responsible for the data collection or use practices of any other Services user or third party utilized in providing the Services.

This Privacy Policy describes, among other things:

- Personal and other information we collect about you;
- How we use your information;
- How we may share your information with third parties; and
- Your choices regarding the personal information we collect about you.

Special Notice Regarding FERPA-Protected Student Data: If you are a student at an educational institution subject to the Family Educational Rights and Privacy Act (FERPA), or if you are accessing our Services through such an institution:

- Your data is protected under FERPA and we handle it in accordance with FERPA requirements
- Our collection, use, and sharing of your data is governed by our agreement with your educational institution
- The general data practices described in the remainder of this Privacy Policy apply only to the extent they do not conflict with FERPA or our agreement with your institution
- You or your institution may contact us at hello@startupwars.com regarding any questions about your FERPA rights or how we handle FERPA-protected data

For users **not** subject to FERPA, the standard Privacy Policy terms below govern our data practices.

1. Consent

By accessing or using the Services, you consent to this Privacy Policy. If you do not agree with this Privacy Policy, please do not access or use the Services. Information gathered through the Services may be transferred, used, and stored in the United States or in other countries where our service providers or we are located. If you use the Services, you agree to the transfer, use, and storage of your Personal Information (as defined below) in those countries. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country. You agree that all transactions relating to the Services or Startup Wars are deemed to occur in the United States, where our servers are located.

2. Collection of Your Personal and Other Information

When you register for, or use the Services, we may collect Personal Information. By “Personal Information” we mean information that can identify or reasonably be linked to an individual, such as:

- Debugging Information
 - App version, OS version, location (if enabled by user), locale, device, duration, screen size, and usage of the application.
- Fictional “Business Information”, such as the name of the “startup” company the player may use.
- Apple Game Center ID, or Google Play Store ID used to authenticate through Apple Game Center / Google Play.
- First name, last name, and class related information as per our registration process.

We also collect non-Personal Information relating to the Services, that is, information that does not identify an individual. The non-Personal Information we collect includes how you interact with the Services, information generally collected or “logged” by Internet websites or Internet services when accessed or used by users, and information about your web browser or device accessing or using the Services.

Examples of the non-Personal Information we collect are:

- Your Internet Protocol (IP) address;
- Information about your computer or mobile device, such as its maker or operating system version, and HTTP header information;
- The pages of our website or screens of our mobile application that you viewed during a visit;
- What information or content you view or interact with using the Services;
- Language preferences;
- The city and state in which you are located (but not your precise geographic location); and
- Unique identifiers that are not connected and cannot reasonably be connected to your identity.

If we associate any non-Personal Information with information that identifies you, then we will consider it to be Personal Information. As discussed in more detail below, we sometimes use cookies and other automatic information gathering technologies to gather non-Personal Information.

Information collected by the Services may be collected by us or one of our service providers acting on our behalf, but in either case, this Privacy Policy will govern the collection, use, and sharing of the information by us or on our behalf.

You may not send us any sensitive Personal Information (e.g., social security number, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background, or trade union membership) on or through the Services or otherwise.

3. Use of Your Information

We may use the information we collect to:

- Assist us in providing, maintaining, and protecting the Services;
- Set up, maintain, and protect accounts to use the Services;

- Improve our online operations;
- Process transactions;
- Provide customer service;
- Communicate with you, such as provide you with account- or transaction-related communications, or other newsletters, RSS feeds, and/or other communications relating to the Services;
- Send or display advertising, offers, and other content that is customized to your interests or preferences, including your Service activity;
- Perform research and analysis aimed at improving our products and services and developing new products or services;
- Create marketing research or industry benchmark reports, or other summaries or analyses of how you and other users use the Services (collectively, “Reports”); and
- Manage and maintain the systems that provide the Services.

4. Disclosure of Your Information

We may disclose your Personal Information to third parties as described below.

We may disclose Personal Information to provide the Services, or when you authorize or instruct us to do so. We may also disclose Personal Information and non-Personal Information to companies, agents, contractors, service providers, or others engaged to perform functions on our behalf (such as processing of payments, provision of data storage, hosting of our website, marketing of our products and services, conducting audits, and performing web analytics). We may license third-party software to include in or use with the Services, in which case we may disclose Personal Information and/or Non-Personal Information to the licensor.

We may also disclose your Personal Information to third parties when we believe that such disclosure is reasonably necessary to (a) enforce or apply the terms and conditions of the Services, including investigation of potential violations thereof, (b) comply with legal or regulatory requirements or an enforceable governmental request, (c) protect the rights, property or safety of us, our users or other third parties, (d) prevent a crime or protect national security, or (e) detect, prevent or otherwise address fraud, security or technical issues.

We may disclose (including by selling) Reports, which will **not** contain any Personal Information, to third parties.

We reserve the right to transfer information (including your Personal Information) to a third party in the event of a sale, merger, or transfer of all or substantially all of the assets of our company relating to the Services, or in the unlikely event of a bankruptcy, liquidation, or receivership of our business. We will use commercially reasonable efforts to notify you of such transfer, for example via email or by posting notice on our website.

Lastly, we may also disclose (including by selling) non-Personal Information, aggregated with non-Personal Information about our other users, to our clients, business partners, merchants, advertisers, investors, potential buyers and other third parties if we deem such disclosure, in our sole discretion, to have sound business reasons or justifications.

5. Cookies and Automatic Information Gathering Technologies

Every time you use the Services (e.g., access a Service webpage), we may collect non-Personal Information regarding that use. For example, to improve the Services, we may collect how, when, and which parts of the Services or its features you use, and when, how, and what you post to social media

platforms through the Service. Also, we may use your device's unique identifier (UDID), media access control address (MAC Address), or other unique identifiers to assist us in collecting and analyzing this data.

To assist us in collecting and storing non-Personal Information, we may employ a variety of technologies, including "Cookies," local browser storage, and "Web Beacons." A "Cookie" is a small amount of data a website operator, or a third party whose content is embedded in that website, may store in your web browser and that the website operator or, as applicable, the third party, can access when you visit the website. A "Web Beacon" is a small, usually-transparent image placed on a web page that allows the operator of that image, which may be the operator of the website you visit or a third party, to read or write a Cookie.

Your operating system and web browser may allow you to erase information stored in Cookies and local browser storage. But if you do so, you may be forced to login to the Services again and you may lose some preferences or settings. You may also be able to set your browser to refuse all website storage or to indicate when it is permitted, but some features of the Services may not function properly without it. We may use Cookies to keep you logged in, save your preferences for the Services, and to collect information about how you use the Services.

More information about managing Cookies is available [here](#). To learn how to manage privacy and storage settings for your local browser storage, please refer to the end user documentation for your browser.

To help us collect this information, we use third-party software and services. These third parties' collection and use of non-Personal Information are subject to their own privacy policies, which you can read here:

[Google Analytics](#)

[Google Firebase](#)

[Apple](#)

[Google Play](#)

[Hotjar](#)

[Unbounce](#)

6. Transparency and Choice; Do Not Track Signals

You may request access to your Personal Information by sending an email to us at hello@startupwars.com. We will try to locate and provide you with your Personal Information and give you the opportunity to correct this data, if it is inaccurate, or to delete it, at your request. But, in either case, we may need to retain it for legal reasons or for our legitimate business purposes. You may also remove any content that you post to the Services using the deletion or removal options within the Service. However, we (and you) are not able to control information that you have already shared with other users or made available to third parties through the Services.

If you need further assistance with removing any data you transmitted through the Services, you can email us at hello@startupwars.com. Removal of data may not ensure complete or comprehensive removal from our computer systems.

We ask individual users to identify themselves and the information requested to be accessed, corrected, or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy or legal rights or obligations of others, would be extremely impractical (for instance, requests concerning information residing on backups), or relate to information that is not associated with your Personal Information. In any case, where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort.

Please be aware that if you request us to delete your Personal Information, you may not be able to continue to use the Services. Also, even if you request that we delete your Personal Information, we may need to retain certain information for a limited period of time to satisfy our legal, audit and/or dispute resolution requirements.

We may use third-party service providers that collect information for interest-based advertising purposes (advertisements that are tailored to your likely interests, based on categories in which you have shown an interest). To learn more about these third parties and the choices they offer users, please visit the Network Advertising Initiative's [choices page](#) or the Digital Advertising Alliance's [choices page](#). If you are reading this Privacy Policy from a mobile device, you can learn more about the DAA's mobile choices program [here](#).

We support the development and implementation of a standard "do not track" browser feature that provides customers with control over the collection and use of information about their web-browsing activities. We do not currently honor "do not track" requests; however, once a standardized "do not track" feature is released, we intend to adhere to the browser settings accordingly.

You can opt out of receiving marketing emails from us by clicking on the "unsubscribe" link in the emails. Please note that it may take up to ten (10) business days for your opt-out request to be processed. Also, even if you opt out of marketing emails, we may continue to send you certain account-related emails, such as notices about your account and confirmations of transactions you have requested.

7. Children

The Services are not intended for users under 13 years of age. We do not knowingly collect Personal Information from users under 13 years of age. We do not authorize users under 13 years of age to use the Services. If you become aware of any data we have collected from children under age 13, please contact us by sending an email to us at hello@startupwars.com.

8. Information Security

We utilize reasonable information security measures to safeguard your Personal Information against unauthorized access, modification, or destruction. For example, we utilize Secure Socket Layer (SSL), Transport Layer Security (TLS), or similar encryption technology when sensitive data is transmitted over the Internet, and use firewalls to help prevent external access into our network. However, no data transmission over the Internet and no method of data storage can be guaranteed to be 100% secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its security.

We restrict access to Personal Information to our employees, contractors, and agents who need to know that information in order to operate, develop, improve or support the Services. If we share Personal Information with service providers, we require that they also use reasonable information security measures to safeguard your Personal Information, comply with any applicable laws or regulations with

respect to information security, and only use your Personal Information for the purposes for which we share it with them.

9. Privacy Notice for California Residents

This Privacy Notice for California Residents applies solely to the personal information of individuals who reside in the State of California and forms a part of and supplements the information contained elsewhere in this Privacy Policy. We have provided this Privacy Notice for California Residents to comply with the California Consumer Privacy Act of 2018 (the “CCPA”) and any terms defined in the CCPA have the same meaning when used in this Privacy Notice for California Residents.

Your Rights and Choices. The CCPA provides California residents with specific rights regarding their personal information. This section describes your CCPA rights and how you may exercise those rights.

- **Access to Specific Information; Data Portability Rights.** You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you: (a) the categories of personal information we collected about you; (b) the categories of sources for the personal information we collected about you; (c) our business or commercial purpose for collecting or selling that personal information; (d) the categories of third parties with whom we share that personal information, if any; (e) the specific pieces of personal information we collected about you (also called a data portability request); (f) if we disclosed your personal information for a business purpose, the personal information categories that each category of recipient obtained.
- **Deletion Request Rights.** You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers, if any, to delete) your personal information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to: (a) complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you; (b) detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity, or prosecute those responsible for such activities; (c) debug products to identify and repair errors that impair existing intended functionality; (d) exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law; (e) comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.); (f) engage in public or peer-reviewed research in accordance with Section 1798.105 (d)(6) of the CCPA; (g) enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us; (h) comply with a legal obligation; or (i) make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Your Rights. To exercise the access, data portability and deletion rights described above, please submit a verifiable consumer request to us by either visiting www.startupwars.com or emailing us at hello@startupwars.com.

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information.

You may only make a verifiable consumer request for access or data portability twice within any 12-month period. The verifiable consumer request must: (a) provide sufficient information that allows us to reasonably verify that you are the individual about whom we collected personal information or that you are an authorized representative of that individual; and (b) describe your request with sufficient detail to allow us to properly understand, evaluate and respond to it. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm that the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Contact Information. If you have any questions or comments about this Privacy Notice for California Residents, the ways in which we collect and use your information described in this Privacy Notice for California Residents, your choices and rights regarding such use or wish to exercise your rights under California law, please do not hesitate to contact us at:

Website: www.startupwars.com

Email: hello@startupwars.com

Phone: 215 821 8673

Postal Address: **A Registered Agent, Inc. 8 The Green, STE A Dover , DE 19901.**

10. Third Party Websites

Please note that the Services may link or integrate with third-party sites, services or apps. We are not responsible for the privacy or security policies or practices or the content of such third parties. Accordingly, we encourage you to review the privacy and security policies and terms of service of those third parties so that you understand how those websites collect, use, share and protect your information.

11. Changes to this Policy

We may modify or update this Privacy Policy periodically, with or without prior notice, by posting the updated policy on this page. You can always check the "Last Updated" date at the top of this document to see when the Privacy Policy was last changed. If we make any material changes to this Privacy Policy, we will notify you by reasonable means, which may be by email or posting a notice of the changes on our website or through the Service's mobile app prior to the changes becoming effective. We encourage you to check this Privacy Policy from time to time. IF YOU DO NOT AGREE TO CHANGES TO THIS PRIVACY

POLICY, YOU MUST STOP USING THE SERVICES AFTER THE EFFECTIVE DATE OF SUCH CHANGES (WHICH IS THE "LAST UPDATED" DATE OF THIS PRIVACY POLICY).

12. Contact Us

To ask questions about our Privacy Policy or to lodge a complaint, contact us at:

A Registered Agent, Inc. 8 The Green, STE A Dover , DE 19901.

hello@startupwars.com