

PRIVACY POLICY

Initiave – iOS Application

Effective Date: December 09, 2025

DATA CONTROLLER INFORMATION

Controller: Initiave

Email: initiative.rpg.suporte@gmail.com

Data Protection Officer (DPO): initiative.rpg.suporte@gmail.com

NATURE OF SERVICE AND RESPONSIBILITIES

Initiave is a **free** RPG campaign management application that operates as a **creative content storage platform**. The user is solely responsible for the content they create and store in the application.

Important to Understand:

- **You control the content:** All material created in the app (narratives, quests, images) is your responsibility
 - **Free service without guarantees:** We do not offer guarantees of continuous availability, backup, or permanent data preservation
 - **Use at your own risk:** We recommend maintaining local backup copies of important content
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1. DATA WE COLLECT

1.1 Information You Provide Voluntarily

- Username
- Text content related to RPG campaigns (narratives, quests, characters)
- Images voluntarily uploaded by the user
- Player and campaign information

You choose what to share. We do not automatically collect photos or access your gallery.

1.2 Technical Data Collected Automatically

Through Firebase (Google) and Apple systems:

- Device model and operating system version
- Performance metrics and feature usage
- Crash logs and technical errors
- Push notification tokens (APNs + Firebase Cloud Messaging)

This data is non-personal and anonymous, used exclusively to improve app functionality.

2. DATA WE DO NOT COLLECT

Initiative does not collect, process, or intentionally store:

- Health information or medical data
- Biometric or genetic data
- Racial, ethnic, or religious origin
- Political opinions
- Sexual orientation or sex life
- Government identifiers (SSN, ID, passport)
- Financial or payment information
- Real-time location data
- Contacts or phone list
- Identifiable data of minors

3. PROHIBITED CONTENT

3.1 What You CANNOT Upload

It is strictly prohibited to use the application to create, store, or share:

- Sensitive data listed in section 2 above
- Illegal, defamatory content or content that violates third-party rights
- Copyrighted material without authorization
- Images containing: nudity, explicit sexual content, graphic violence, identifiable minors, identity documents
- Confidential third-party information without permission
- Malware, malicious scripts, or harmful code

3.2 Consequences of Violation

If you upload prohibited content:

- Your account may be suspended or deleted immediately
- The content will be removed without prior notice
- We may report to competent authorities when required by law

- You will **not have the right to recovery** of data removed for violation
- You will be **solely responsible** for any legal consequences

3.3 No Proactive Monitoring

We do not proactively monitor user content. We act only when:

- We receive reports from other users
 - Automated systems detect suspicious patterns
 - Authorities request information
 - During technical support authorized by the user
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4. HOW WE USE YOUR DATA

We use collected data **exclusively** to:

- Enable creation and management of RPG campaigns
- Store and synchronize your creative content
- Send push notifications when enabled
- Authenticate your account (Sign In with Apple)
- Provide technical support when requested
- Prevent abuse, fraud, and terms violations
- Improve functionality and fix bugs
- Comply with legal obligations

We do not sell, rent, or share your personal data for commercial purposes or marketing.

5. LEGAL BASIS FOR PROCESSING

5.1 GDPR (European Union)

- **Contract performance** (Art. 6(1)(b)) - for app functionality
- **Consent** (Art. 6(1)(a)) - for image uploads and notifications
- **Legitimate interest** (Art. 6(1)(f)) - for security and abuse prevention

5.2 LGPD (Brazil)

- **Contract execution** (Art. 7, V)
- **Consent** (Art. 7, I)
- **Legitimate interest** (Art. 7, IX) - limited to security

5.3 CCPA (California)

- Processing for operational necessity and service functionality
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6. SHARING WITH THIRD PARTIES

6.1 Service Providers

We use the following third-party services:

Firebase (Google Cloud)

- Firestore Database (data storage)
- Firebase Storage (image storage)
- Firebase Cloud Messaging (notifications)
- Firebase Analytics & Crashlytics (technical analytics)

Apple

- Sign In with Apple (authentication)
- Apple Push Notification Service (notifications)
- App Store infrastructure

These providers have their own privacy policies and security measures.

6.2 Legal Requirements

We may disclose data when **legally obligated**:

- By court order or request from competent authority
- To protect Initiative's rights, property, or safety
- To investigate fraud, abuse, or terms violations
- In compliance with applicable laws

You waive any expectation of privacy regarding content that violates this Policy or applicable laws.

7. DATA RETENTION

7.1 Retention Period

We maintain your personal data:

- **While your account is active**
- **Up to 24 months after inactivity** (unused accounts may be removed)
- **As required by law** to fulfill legal obligations

- Until you request deletion, when applicable under your legal rights

7.2 Technical Data

Technical logs and anonymous analytical data may be retained for up to **36 months** for security and improvement purposes.

8. DATA SECURITY

8.1 Implemented Measures

We implement **industry-standard** security measures, including:

- Communication via HTTPS/TLS
- Secure authentication via Sign In with Apple
- Access controls based on Firebase rules
- Standard Firebase/Google Cloud security settings

8.2 Security Limitations

As a **free and independent application**, we do not implement enterprise-level measures:

- Custom end-to-end encryption
- Additional encryption of data at rest (beyond that provided by Firebase)
- Regular penetration testing
- Zero-trust architecture
- Dedicated 24/7 security team
- SOC-2, ISO-27001, or similar certifications
- Dedicated security infrastructure

8.3 Your Responsibility

You acknowledge and accept that:

- The security provided is **adequate for non-sensitive creative content** (RPG campaigns)
- You **must not store sensitive, confidential, or regulated information**
- You are responsible for maintaining **local backups** of important content
- Initiative **does not guarantee absolute security** against all possible risks
- Use is **at your own risk**

8.4 Limitation of Liability for Security

To the maximum extent permitted by law, Initiative is not responsible for:

- Unauthorized access resulting from third-party vulnerabilities (Firebase, Apple)

- Data loss due to third-party infrastructure failures
- Damages arising from security breaches beyond our reasonable control
- Compromise of user credentials (password, device access)

Exceptions: This limitation does not apply to:

- Gross negligence or willful misconduct by Initiative
 - Intentional security violations on our part
 - Non-waivable rights under consumer protection laws
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9. USER RIGHTS

9.1 GDPR (European Union)

You have the right to:

- **Access:** Obtain a copy of your data
- **Rectification:** Correct inaccurate data
- **Erasure:** Request removal of your data ("right to be forgotten")
- **Restriction:** Limit processing in certain circumstances
- **Portability:** Receive data in structured format
- **Objection:** Object to processing based on legitimate interest
- **Withdraw consent:** Revoke consent at any time
- **Complaint:** File a complaint with supervisory authority

9.2 LGPD (Brazil)

You have the right to:

- **Confirmation and access:** Know if we process your data and access it
- **Correction:** Correct incomplete or inaccurate data
- **Anonymization, blocking, or deletion:** Request removal or anonymization
- **Portability:** Receive data in interoperable format
- **Information about sharing:** Know with whom we share data
- **Revocation of consent:** Withdraw provided consent
- **Opposition:** Contest irregular processing

9.3 CCPA (California)

You have the right to:

- **Know:** What data we collect and how we use it
- **Delete:** Request deletion of personal data
- **Opt-out of sale:** Opt out of data sale (**we do not sell data**)
- **Non-discrimination:** Not be discriminated against for exercising your rights

9.4 How to Exercise Your Rights

Send requests to: **initiative.rpg.suporte@gmail.com**

We will respond within:

- **30 days** (GDPR)
- **15 days** (LGPD)
- **45 days** (CCPA)

We may request **identity verification** to protect your privacy.

10. ACCESS AND CONTENT MANAGEMENT BY INITIATIVE

10.1 Necessary Technical Access

Our team may access your content **only in the following situations**:

- **Technical support:** When you request assistance
- **Investigation of violations:** After specific report or automated detection
- **Legal order:** When required by competent authority
- **System maintenance:** To fix critical bugs affecting your account

We do not conduct routine monitoring or recreational reading of your content.

10.2 Right to Moderate

We may **modify or remove content** that:

- Violates this Policy or the EULA
- Is reported as illegal or harmful
- Compromises system security
- Is ordered by competent authority

10.3 Right to Delete

We may delete data or accounts when:

- **With prior notice (7 days):** For inactive accounts (24+ months)
- **Without prior notice:** For serious violations (illegal content, system abuse)
- **By legal order:** When required by law

Exception: Violations of prohibited content (section 3) result in immediate removal without notice.

10.4 No Guarantee of Permanent Storage

This is a free service without availability guarantees.

Initiative does not guarantee:

- Permanent storage of any content
- Backup or recovery of lost data
- Continuous service availability
- Data preservation after app discontinuation

You are responsible for maintaining local backups of important content.

11. INTERNATIONAL TRANSFERS

11.1 Where Data Is Processed

Your data may be stored and processed in:

- United States (Firebase/Google Cloud)
- European Union
- Brazil
- Other regions where Firebase/Google Cloud operates

11.2 Transfer Safeguards

For international transfers, we rely on:

- **Standard Contractual Clauses (SCCs)** approved by the European Commission
 - **Adequacy recognition** by ANPD when applicable
 - **Legal mechanisms** of Google Cloud Platform
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12. CHILDREN'S PRIVACY

12.1 Minimum Age

The application **is not intended for minors** under:

- **16 years** (GDPR - European Union)
- **13 years** (COPPA - United States)
- **Local digital consent age** (LGPD - Brazil, generally 18 years)

12.2 Use by Minors

If we identify that a minor is using the app without adequate parental consent:

- The account will be **suspended immediately**
- Data will be **deleted within 30 days**
- We will notify the legal guardian if possible

Parents/guardians can report misuse to: initiative.rpg.suporte@gmail.com

13. PUSH NOTIFICATIONS

13.1 How They Work

We use:

- Apple Push Notification Service (APNs)
- Firebase Cloud Messaging (FCM)

13.2 User Control

You can:

- Disable notifications at any time in **iOS Settings > Notifications > Initiative**
 - Continue using the app normally without active notifications
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14. COOKIES AND TRACKING TECHNOLOGIES

We do not use cookies, tracking pixels, or similar technologies.

Firebase Analytics collects anonymous technical data through SDKs integrated into the app, without using web cookies.

15. YOUR DUTIES AND RESPONSIBILITIES

15.1 You Are Responsible For:

- Ensuring you have rights to all uploaded content
- Not uploading sensitive or prohibited data
- Maintaining the security of your Apple account (Sign In with Apple)
- Creating local backups of important content
- Using the app in compliance with applicable laws
- Not using the app for illegal or unauthorized purposes

15.2 Indemnification

You agree to **indemnify, defend, and hold harmless** Initiave, its team, and partners from any:

- Third-party claims
- Damages or losses
- Legal costs and attorney fees
- Regulatory fines or sanctions

Arising from:

- Your content uploaded to the app
- Your violation of this Policy or the EULA
- Your violation of third-party rights
- Your misuse of the application
- Upload of sensitive data or prohibited content

Exception: This clause does not apply when damage results exclusively from gross negligence or willful misconduct by Initiave.

16. LIMITATION OF LIABILITY

16.1 Exclusions of Liability

To the maximum extent permitted by law, Initiave is not responsible for:

- Loss, corruption, or deletion of data (maintain backups!)
- User-generated content
- Failures or unavailability of third-party services (Firebase, Apple)
- Indirect, incidental, consequential, or punitive damages
- Lost profits or missed opportunities
- Unauthorized access resulting from compromise of user credentials
- Security breaches of third-party infrastructure

16.2 Nature of Service

You acknowledge that:

- The service is **provided "as is" and "as available"**
- It is a **free application without commercial guarantees**
- It may be **discontinued or modified** at any time
- It does not replace enterprise solutions with guaranteed SLA

16.3 Non-Waivable Rights

Nothing in this section limits:

- Consumer rights under applicable consumer protection laws
 - Liability for gross negligence or willful misconduct
 - Mandatory rights under GDPR, LGPD, or CCPA
 - Damages to life, health, or physical integrity
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17. CHANGES TO THIS POLICY

17.1 Right to Update

We may update this Policy periodically to:

- Reflect changes in app functionality
- Comply with new legal requirements
- Improve clarity and transparency
- Update security practices

17.2 Notice of Changes

For **material changes**, we will notify you by:

- In-app notification
- Email (if provided)
- Notice on login screen

You will have **30 days** to review the changes.

17.3 Continued Acceptance

Your **continued use** after changes constitutes acceptance of the new version.

If you disagree, you must:

- Stop using the application
 - Request account deletion (if desired)
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18. GOVERNING LAW AND JURISDICTION

18.1 Applicable Law

This Policy is governed by:

- **Brazilian law** when the user resides in Brazil (LGPD, consumer protection)

- **European Union law** when the user resides in the EU (GDPR)
- **California/U.S. law** when applicable (CCPA)
- **Local consumer protection laws**, always respected

18.2 Dispute Resolution

Disputes will be resolved primarily by:

1. **Direct negotiation** with our support team
2. **Mediation or conciliation** when applicable
3. **Competent forum:** As determined by consumer protection law

For Brazilian users: consumer's domicile forum (Brazilian Consumer Protection Code).

19. CONTACT AND EXERCISE OF RIGHTS

19.1 Contact Information

Data Controller: Initiative

Email: initiative.rpg.suporte@gmail.com

Data Protection Officer (DPO): initiative.rpg.suporte@gmail.com

General Support: initiative.rpg.suporte@gmail.com

19.2 To Exercise Your Rights

Send detailed requests including:

- Your username in the app
- Nature of request (access, deletion, rectification, etc.)
- Identity verification when necessary
- Applicable jurisdiction (EU, Brazil, California, etc.)

We will respond within applicable legal timeframes.

20. EFFECTIVE DATE

This Policy takes effect on **December 09, 2025** and remains valid while you use the application.

CONSENT AND ACCEPTANCE

By creating an account, logging in, or using the Initiative application, you confirm that:

- You have read and understood this Privacy Policy
- You agree to the terms set forth herein
- You understand that the service is free and without guarantees of permanent availability
- You acknowledge your responsibility to maintain backups of important content
- You commit not to upload sensitive data or prohibited content
- You accept the security limitations described in section 8

If you do not agree, do not use the application.

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