

# END USER LICENSE AGREEMENT (EULA)

**Initiave – iOS Application**

**Effective Date: 12/09/2025**

This End User License Agreement (“EULA”) is a legal contract between you (“End User”, “You”) and Initiave (“Developer”, “We”, “Us”, “Our”) governing your use of the Initiave mobile application (“Licensed Application”, “App”). By installing, accessing, or using the App, you acknowledge and agree to be bound by the terms of this EULA.

**BY INSTALLING, ACCESSING, OR USING THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS EULA AND THE PRIVACY POLICY, WHICH IS PART OF THIS AGREEMENT.**

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## 1. ACKNOWLEDGMENT

This EULA is concluded solely between You and Initiave, not with Apple.

Initiave — not Apple — is responsible for:

- the App,
- its content,
- its maintenance and support obligations,
- any warranties not expressly disclaimed,
- handling product-related claims, and
- addressing intellectual property issues.

Your use of the App must comply with Apple Media Services Terms and Conditions and their Usage Rules.

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## 2. LICENSE SCOPE

Initiave grants you a non-exclusive, non-transferable, limited license to:

- download and use the App on Apple devices you own or control;
- access the App via Apple Family Sharing or Volume Purchase (when available);
- use the App strictly in compliance with this EULA and Apple’s Usage Rules.

This license does **not** permit:

- distribution, resale, sublicensing, or commercial exploitation;
  - modification, reverse engineering, or extraction of source code;
  - bypassing technical protections or security features.
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### **3. MAINTENANCE AND SUPPORT**

Initiave is solely responsible for providing maintenance and support for the App. Apple has no obligation to provide any support, maintenance, or updates.

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### **4. WARRANTY**

Initiave is solely responsible for any product warranties, to the extent not effectively disclaimed.

If the App fails to conform to an applicable warranty:

- You may notify Apple,
- Apple may refund the purchase price (if any),
- Apple has no further warranty obligations.

All other claims, losses, or damages related to warranty issues are the sole responsibility of Initiave.

Because the App is free, Apple is not required to refund any amount.

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### **5. PRODUCT CLAIMS**

You acknowledge that Initiave — not Apple — is responsible for any claims made by you or third parties relating to the App or your use of it, including:

- product liability,
  - failure to comply with regulations,
  - consumer protection or privacy issues.
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### **6. INTELLECTUAL PROPERTY RIGHTS**

If a third party claims that the App or your use of the App infringes on their intellectual property rights, Initiave — not Apple — is responsible for the defense, settlement, and resolution of the claim.

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## 7. LEGAL COMPLIANCE

By using the App, you represent and warrant that:

- you are not located in a country under a U.S. embargo;
- you are not on any U.S. government prohibited party list.

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## 8. DEVELOPER NAME AND CONTACT

**Initiative**

**Email:** initiative.rpg.suporte@gmail.com

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

Users may send questions, complaints, or requests related to the App to these contacts.

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## 9. THIRD-PARTY TERMS

You must comply with any applicable third-party terms, including:

- mobile data service agreements,
- cloud service terms,
- network usage policies.

Initiative is not responsible for fees, data usage, or third-party term violations.

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## 10. THIRD-PARTY BENEFICIARY

You acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of this EULA.

Upon your acceptance of this EULA, Apple has the right to enforce it against you.

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## 11. RESTRICTIONS ON USER-GENERATED CONTENT

You are solely responsible for any text, images, narrative, campaign data, or materials you submit or generate within the App ("User Content").

## **11.1 Prohibited Sensitive Data**

You may NOT submit or store sensitive data as defined by GDPR, LGPD, or CCPA, including:

- health information,
- biometric or genetic data,
- racial or ethnic origin,
- political or religious beliefs,
- sexual life or orientation,
- identifiable minors' data,
- financial or payment information,
- government identification documents.

The App is not designed to process such data.

## **11.2 Prohibited Illegal Content**

You may NOT upload content that is:

- illegal, harmful, defamatory, harassing, or discriminatory;
- involving minors, exploitation, or nudity;
- violent, graphic, or disturbing;
- related to real criminal activities;
- copyrighted material without permission;
- confidential third-party data;
- malware, harmful scripts, or security threats.

Violations may result in immediate suspension, account deletion, or reporting to authorities.

## **11.3 Prohibited Images**

You may NOT upload images containing:

- nudity, sexual content, or explicit material;
- identifiable children without valid legal consent;
- medical documents or health information;
- ID documents or signatures;
- violent or graphic content;
- copyrighted art or photos without authorization.

## **11.4 Your Responsibility**

You acknowledge that:

- You own or have rights to the User Content you upload;
- Initiave does not proactively monitor User Content;
- Initiave may remove content for any reason, including legal or security requirements;
- Initiave is not responsible for User Content.

## **11.5 No Expectation of Privacy for Prohibited Content**

If you upload content that violates this EULA, you understand and agree that:

- your account may be suspended,
- the content may be disclosed to authorities when legally required,
- you waive any confidentiality rights regarding such content.

## **11.6 Indemnification**

You agree to indemnify, defend, and hold Initiative harmless from any:

- claims,
- losses,
- damages,
- liabilities,
- legal costs

arising from:

- your User Content,
  - your violation of this EULA,
  - your violation of applicable laws or third-party rights.
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# **12. PRIVACY AND ACCEPTANCE OF THE PRIVACY POLICY**

12.1 By installing, accessing, or using the App, you acknowledge that you have read, understood, and agree to the Initiative Privacy Policy, which is part of this EULA.

12.2 If you do not agree with the Privacy Policy, you must immediately stop using the App and delete it.

12.3 Your continued use of the App constitutes:

- your acceptance of the Privacy Policy,
- your agreement that the Policy may be updated periodically.

12.4 You acknowledge that Initiative may update the Policy as required for legal, operational, or security needs.

12.5 The Privacy Policy explains:

- what data is collected;
- how it is processed;

- how Initiave staff may access it;
  - user rights under GDPR, LGPD, and CCPA;
  - the limitations of security and storage provided by the App.
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## 13. TERMINATION

This EULA remains in effect until terminated by either party.

Initiave may suspend or terminate your access without notice if:

- you violate the EULA,
- you upload prohibited content,
- the App becomes restricted or discontinued.

Upon termination, you must stop using the App and delete all copies.

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## 14. LIMITATION OF LIABILITY

### 14.1 Disclaimer of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Initiave, its team, directors, employees, affiliates, and suppliers SHALL NOT BE LIABLE for:

#### Indirect Damages:

- loss of profits, revenue, or expected savings;
- loss of business or opportunities;
- loss of reputation or goodwill;
- loss of data (KEEP BACKUPS!);
- consequential, incidental, or punitive damages.

#### Specific Damages:

- corruption, loss, or deletion of User Content;
- inability to use the App;
- errors, bugs, crashes, or malfunction;
- interruptions, suspensions, or discontinuation;
- updates removing or altering features;
- incompatibility with devices or operating systems.

#### Third Parties:

- failures or security issues in Firebase (Google Cloud);
- issues related to Sign In with Apple;

- actions or omissions by Apple Inc.;
- third-party infrastructure security breaches;
- cyberattacks or unauthorized intrusions.

#### **User Content:**

- content created, uploaded, or shared by you or other users;
- inaccuracies, errors, or illegal content;
- disputes between users;
- third-party rights violations.

#### **Misuse:**

- your improper, unauthorized, or illegal use of the App;
- failure to maintain backups;
- compromised credentials;
- unauthorized access to your device.

### **14.2 Limitation of Damages**

EVEN IF INITIAVE HAS BEEN ADVISED of possible damages, our total aggregate liability for all claims related to the App shall not exceed:

**R\$ 0.00 / US\$ 0.00 / € 0.00**

Because the App is entirely free, there is no basis for monetary claims.

### **14.3 Essential Basis of the Agreement**

You acknowledge and agree that:

- These limitations are fair and reasonable given that the App is free;
- Initiaive would not provide the App free of charge without these limitations;
- These limitations reflect an agreed allocation of risk;
- You accept all risks associated with using a free App.

### **14.4 Mandatory Legal Exceptions**

These limitations do NOT apply to:

- death or physical injury caused by Initiaive's gross negligence or intent;
- fraud or fraudulent misrepresentation;
- intentional violation of fundamental rights;
- liabilities that cannot be limited under:
  - Brazilian Consumer Defense Code,
  - GDPR, LGPD, or CCPA (severe privacy violations),
  - Consumer Protection Acts,
  - other mandatory consumer laws.

## **14.5 Apple's Liability**

Apple has no liability for:

- claims related to the App;
- intellectual property issues;
- violations of this EULA by you or third parties;
- User Content or App usage.

Apple's maximum liability, if any, is limited to refunding the purchase price (not applicable, since the App is free).

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## **15. CHANGES TO THE EULA**

Initiave may update this EULA periodically.

Your continued use after changes constitutes acceptance of the new terms.

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## **16. GOVERNING LAW**

This EULA is governed by:

- Brazilian law when the user resides in Brazil;
  - European Union law when the user resides in the EU;
  - U.S./California law when required by the CCPA;
  - Local consumer protection laws where applicable.
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## **17. ENTIRE AGREEMENT**

This EULA constitutes the full agreement between You and Initiave regarding the App and supersedes all prior understandings.