

# 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

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## 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.

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## 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
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## 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.

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## 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:

#### Firestore (Google Cloud)

- Firestore Database (data storage)
- Firestore Storage (image storage)
- Firestore Cloud Messaging (notifications)
- Firestore 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.

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## 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.

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# 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](mailto: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.

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## 10. ACCESS AND CONTENT MANAGEMENT BY INITIAVE

### 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.

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## 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](mailto:initiative.rpg.suporte@gmail.com)

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## 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.

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## 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.

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## 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).

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## 19. CONTACT AND EXERCISE OF RIGHTS

### 19.1 Contact Information

**Data Controller:** Initiave

**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.

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## 20. EFFECTIVE DATE

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

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## CONSENT AND ACCEPTANCE

**By creating an account, logging in, or using the Initiave 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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**Last updated:** December 09, 2025

**Version:** 1.0