

PRIVACY POLICY (EFFECTIVE FROM 3rd April 2023)

I. Overview

This Privacy Policy document lays down the policies and practices as to how SUPAFDN LLC through its mobile social messaging application, SUPAFDN collects, uses, processes, discloses, shares, transfers, and protects users' information or data.

We place utmost importance and endeavour to exercise due care and diligence in the protection of the privacy and confidentiality of the identity of our Users.

By logging in, visiting or using our "Application" and/or submitting data or information to us you are deemed to have read, understood, consented and accepted the data practices with regard to the collection, use, disclosure and processing of the data or information described in this Privacy Policy.

SUPAFDN Ltd may revise this Privacy Policy to reflect changes in law or as we adopt new policies and best practices to our data management processes(handling) and data usage. If material changes are made to this Privacy Policy, the changes will be announced by posting on our Website, our social media accounts and Apple App Store. The updated Privacy Policy will supersede earlier versions and will apply to the data and information provided to us previously.

For the avoidance of doubt, this Privacy Policy forms a part of the terms and conditions governing your relationship with us.

Our "Application" and/or Services are not intended to be accessed or used by children, minors or persons who are not of legal age in your country of origin.

Please read the following carefully to understand our practices in processing, retention period and how we treat the data or information that we collect under Section IV, as well as your rights as detailed under Section VIII, below.

II. Definitions

"Application or APP" refers specifically to SUPA Foundation Companion.

"App Functionality Data (AFD)" refers to data or information we collect from your mobile device to authenticate the user, enable features and SUPAFDN's availability, mitigate occurrences of fraud, implement security measures, ensure server up-time, minimize app crashes, improve scalability and performance, or perform customer support. The specific AFD collected by us are detailed under section III.

"Collect" refers to transmitting data or information off the mobile device in a way that allows us and/or our Third-Party Partner to access it for a period longer than what is necessary to service the transmitted request in real time.

"Extenuating Circumstances" refer to situations which do not normally occur where it is necessary that we collect additional data or information other than those described under Section IV, without which we will not be able to provide the support services to you. You have the right not to disclose any data or information to us, but this may result in us not being able to render the required support service to you or fulfil our contractual obligations.

“General Technical Information” refers to the technical information about your mobile device collected by our Third-Party Partners. These include the device’s time zone, the amount of free memory on the device, the name and version of the app to which the ad is served, battery status, operating system name and version, the language of the operating system, the name of the mobile carrier, internet connection type (e.g. WiFi), etc.

“Personal Data” is the data or information that relates to an identified or identifiable individual. Typically, these include your name, passport or other identification number, telephone number, mailing address and email address.

“Non-Personal Data” is the data or information that do not relate to an identified or identifiable individual that we or our “Third-Party Partners” collect from you or your mobile device.

“Service” for the purpose of this document refers to the products, services, content, features, technologies, or functions available through our mobile application, SUPA Foundation Companion app..

“Supa Foundation Companion App” is a mobile application developed as a companion app to as part of the registration process for SUPA Foundation’s Game: Internal Conflict. For more information on SUPAFDN’s features and services, please go to our website: <https://supa.foundation>

SUPAFDN LLC is synonymous with “We”, “Our”, and “Us” when used in this document.

“Third-Party Partners” refers to analytics tools, advertising networks, third-party SDKs, or other external vendors whose code have been added to our Application. View the Apple App Store Questionnaire for further details <https://supa.foundation/appstoreprivacy.pdf> .

III. General Data Protection Principles

SUPAFDN will be available to Users worldwide where the General Data Protection Regulation (GDPR) may differ from one country to another. You are advised to know your rights under the data protection regulation of your country of origin. Where you deem your rights will be or are compromised, you should not disclose any data or information to us or our third-party partners.

Our Privacy Policy adopts the following key principles for data protection of your data or information that we collect from Users:

1. We will establish and maintain policies to ensure compliance with the best practices in respect of data protection and confidentiality.
2. Except for the Web3 wallet address, we will **NOT** share any data or information of Users with our Third-Party Partners. You are reminded to read and understand the Privacy Policy of our Third-Party Partners to understand the data or information that they collect, use, and retention period.
3. We have established and maintained processes for the controlled and appropriate sharing of user information within us, taking account all relevant legislation and users’ consent.
4. For the collecting of any data or information, we will ensure that informed and explicit consent are obtained and documented in clear, accessible language and in an appropriate format. The individual can withdraw consent at any time through processes and we ensure that it is as easy to withdraw as to give consent.

5. We acknowledge our accountability in ensuring that any data or information collected shall be:
 - 5.1. Processed lawfully, fairly and in a transparent manner;
 - 5.2. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.
 - 5.3. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
 - 5.4. Accurate and kept up to date;
 - 5.5. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ('storage limitation');
 - 5.6. Processed in a manner that ensures appropriate security of the personal data.

6. We uphold the Data Protection rights in line with best practices;
 - 5.1. The right to be informed;
 - 5.2. The right of access;
 - 5.3. The right to rectification;
 - 5.4. The right to erasure;
 - 5.5. The right to restrict processing;
 - 5.6. The right to data portability;
 - 5.7. The right to object;

IV. Data We Collect and Purpose

When you register with us through our "Application", we will collect the following data:

No.	Non-Personal Data Collected	Source	Purpose
1	Email	Provided by User	As a unique identifier to prevent duplicate registrations.
2	Device unique ID	Auto generated by mobile device	Stored during registration to prevent creation of spam accounts
3	IP Address	Network provider	To prevent ddos and to take other security measures to ban malicious users. We may use third-party analytics tools to better understand geographical distribution of our Users but never linked to specific User's personal identifiable information.

Apart from the above, we do **NOT** collect any other data or information be it Personal or Non-Personal except, when necessary, under Extenuating Circumstances where in which case, you have the choice, at any time, not to provide the requested data or information to us or to withdraw your consent previously provided to us. The purpose for the requested data or information shall be disclosed to you before you decide whether it should be disclosed to us. However, do note that if you do not wish to disclose the requested data or information, we may be unable to fulfil the purpose(s) for which we require the requested data or information and/or fulfil any contractual relationship which may be in place between us. We do not collect or store your web3 wallet address and it will be only stored locally on your mobile client application.

For general enquiries, please contact us via our social media accounts with twitter, discord and telegram. Should you have account related enquiries which requires our support you may reach out to us at contact@supa.foundation

V. Data Collected by our Third-Party Service Providers

Our current “Third-Party Service Providers” are:

1. Firebase.

From time-to-time, we will have new “Third-Party Partners” and we will notify you of the new Thirty-Party Partners” including those removed by updating our Privacy Policy and post the latest Privacy Policy on our website: <https://supa.foundation>

Firestore

Our App uses the Firebase SDK for the purposes of Firebase’s Appcheck and Crash/Performance Data Analytics. The Firebase user agent is a bundle of information collected from most Firebase SDKs and includes the following: device, OS, app bundle ID, and developer platform. The user agent is never linked to a user or device identifier and is used by the Firebase team to determine platform and version adoption in order to better inform Firebase feature decisions. For more information please visit. <https://firebase.google.com/docs/ios/app-store-data-collection>

VI. Storage of Data and Information

We place utmost importance to ensure the security of your Personal and Non-Personal Data. Our procedures and policies that incorporate the industry best practices to ensure the integrity of your data and information and to prevent instances of unauthorized use.

While we take reasonable steps to safeguard your data and information in our possession or under our control, you agree not to hold us liable or responsible for any loss or damage resulting from any unauthorized or unintended access that is beyond our control (e.g. hacking or cybercrimes), or abuse of your information.

We recommend that you take independent safety precautions to protect your Personal and Non-Personal Data. You hereby agree that we shall not be liable for any information leakage and other losses not caused intentionally or otherwise by our gross negligence, including, but not limited to, hacker attacks, power interruptions, or unavoidable technical failures. For practical reasons, we do not make any warranty, guarantee, or representation that your use of our systems or applications

is safe and protected from malware, and other vulnerabilities. We also do not guarantee the security of data that you choose to send us electronically. Sending such data is entirely at your own risk.

VII. Data and Information Storage Period Policies

SUPAFDN's Policies

Storage of data and information when given to us under Extenuating Circumstances will be for a period of 3 months after the resolution of the issue and purpose for which they were given to us. We will delete the data and information upon receipt of your instruction.

As for the App functionality Data, they are stored for as long as it is necessary in order to fulfil the purposes, we collected it for, and to satisfy our business and operational needs, contractual, legal, regulatory and/or statutory obligations (including audit, accounting or reporting purposes).