

Privacy Policy – Lo Stagnone Wind Station

Last updated: 8.12.2025

This Privacy Policy explains how Lo Stagnone Wind (“the App”, “we”, “us”) collects, uses and protects your information.

By using the App, you agree to the collection and use of information in accordance with this Privacy Policy.

1. Data controller

The data controller (within the meaning of the GDPR) is:

Jiri Sevcik

Jana Palacha 1112

Mlada Boleslav

Czech Republic

E-mail: jiriseva@gmail.com

If you have any questions about this Privacy Policy, you can contact us at the e-mail address above.

2. What data we collect

We designed the App to collect only the minimum data necessary to provide its core features: displaying wind data and sending wind alerts (including premium alerts for subscribers).

2.1 Data you provide directly

The App does not require you to create an account and does not ask for your name, e-mail address, postal address or payment card details.

The main data you provide are:

- **Wind alert settings**

(e.g. wind speed thresholds, time windows, station/spot selection, units, and similar preferences)

These settings are stored either:

- locally on your device, and/or
- on our backend (e.g. Cloudflare Worker / KV) so that we can periodically check wind conditions and send you push notifications.

We do not use these settings to identify you as a specific individual.

2.2 Subscription and purchase status

When you purchase a subscription (e.g. Lo Stagnone Wind Premium), we may receive information from Apple about:

- that a purchase or subscription has been made,
- the type of product (e.g. monthly subscription),
- subscription status (active / expired / cancelled),
- renewal and expiry dates,
- refund or billing issues (if applicable).

We do not receive your full payment card details. Payments are processed by Apple through the App Store.

We use subscription status information only to enable or disable premium features (such as premium wind alerts) in your App.

2.3 Data collected automatically

When you use the App, we may automatically collect some technical information, such as:

- basic device information (device model, operating system version, language settings),
- anonymised identifiers needed to deliver push notifications (e.g. Firebase Cloud Messaging token),
- IP address and basic request metadata on the server side (e.g. through Cloudflare) for security, performance and debugging.

We do not use this data to build a marketing profile of you, and we do not track your behaviour across other apps or websites.

2.4 Location data

The App may show you wind information for specific spots or stations. At the moment, the App:

- does not store your precise GPS location on our servers,
- does not share your precise location with third parties for advertising.

If the App uses approximate location data on your device (for example, to show nearby spots or distance), this processing is limited to what is necessary for the feature and is not used to identify you as an individual.

(If the App does not use location at all, this section can be interpreted as “no location data is stored or shared by us”.)

3. Push notifications

The App uses push notifications to inform you when your wind alert conditions are met, including premium alerts for subscribers.

To send notifications, we store:

- a push notification token (e.g. provided by Firebase Cloud Messaging), and
- your alert configuration (conditions for sending the notification).

These data are used only to deliver the alerts you requested.

You can disable push notifications at any time in your device settings and, where available, within the App.

4. In-App Purchases and Subscriptions

The App offers optional paid features via in-app purchases and subscriptions.

4.1 Lo Stagnone Wind Premium subscription

- The App offers a monthly subscription (e.g. Lo Stagnone Wind Premium) that unlocks additional or enhanced features, such as premium wind alerts.

- The price of the subscription is 1.99 € per month, or the equivalent in your local currency as determined by Apple.

The exact features of the premium subscription may be described within the App and on the App Store page. We may update or extend premium features over time, but such changes will not affect your basic statutory rights.

4.2 Payment processing

- All payments are processed by Apple through the App Store.
- We do not store or have access to your full payment card details.
- We may receive limited information about your purchase (such as product identifier, country, and subscription status) in order to enable or disable premium features.

Please refer to Apple's terms and privacy policy for more information on how Apple processes your payment data.

4.3 Auto-renewal and cancellation

- Subscriptions are auto-renewing. This means your subscription will automatically renew at the end of each billing period (e.g. monthly) unless you cancel it.
- You can manage or cancel your subscription at any time in your Apple ID / App Store account settings.
- If you cancel, your subscription remains active until the end of the current billing period, and you will not be charged again unless you re-subscribe.

We do not handle cancellations directly. All billing, renewals, and refunds are managed by Apple.

5. Legal basis for processing (GDPR)

If you are in the EU/EEA, we process your personal data on the following legal bases:

- **Performance of a contract (Art. 6(1)(b) GDPR)**
 - to provide you with the core functionality of the App (displaying wind data, sending alerts you configure) and to deliver paid features you purchase (such as premium wind alerts under your subscription).
- **Legitimate interests (Art. 6(1)(f) GDPR)**
 - for basic server logs, troubleshooting, preventing abuse, ensuring the security and stability of our services, and understanding overall usage patterns (in a non-profiling way).
- **Your consent (Art. 6(1)(a) GDPR)**

– for enabling push notifications and, where applicable, for any optional features that require consent. You can withdraw your consent at any time by disabling the relevant feature (for example, turning off notifications in device settings).

6. Third-party services

We use third-party services to operate and improve the App. These services act as our data processors or independent controllers in certain cases.

6.1 Firebase Cloud Messaging (Google)

We use Firebase Cloud Messaging (FCM) to deliver push notifications.

- Provider: Google LLC
- Data processed: notification tokens, technical data necessary to deliver messages.
- Purpose: sending push notifications that you have enabled (including premium alerts).

For more information, please see Google's privacy documentation on their official website.

6.2 Cloudflare

We use Cloudflare to host and secure our backend infrastructure (e.g. Cloudflare Worker, KV storage).

- Provider: Cloudflare, Inc.
- Data processed: IP address, basic request metadata, and data needed to store your alert settings and subscription-related flags.
- Purpose: routing and caching requests, improving performance, and providing security (e.g. DDoS protection, firewall).

Cloudflare processes this data on our behalf as our data processor when applicable.

6.3 Apple (App Store)

We distribute the App via the Apple App Store.

- Provider: Apple Inc.
- Data processed: purchase information, subscription status, and account-related information handled directly by Apple.
- Purpose: managing app distribution, purchases, subscriptions, and billing.

Apple acts as an independent controller for many aspects of its processing. Please refer to Apple's privacy policy for details.

7. In-app promotions and links

The App may display banners or links promoting our own services, such as kitesurfing trips, courses, or our online shop (Kitesession or related projects). These are simple in-app promotions and are not third-party advertising networks.

When you tap such a banner, the App may open an external website or another application (for example, your web browser or a social media app). Those services are governed by their own privacy policies.

We do not share your personal data with third parties for their own marketing purposes based solely on you viewing or tapping these in-app banners.

8. Data storage and retention

We store your data only for as long as necessary to provide the App's functionality, comply with legal obligations, or resolve disputes.

In particular:

- Alert configuration and notification tokens are stored for as long as you use the App's alert features. If you disable alerts, uninstall the App, or your subscription expires, we may delete or anonymise related data after a reasonable period.
- Subscription status data (e.g. active/expired) is stored as long as needed to manage your access to premium features and to meet legal obligations regarding accounting and transaction records.
- Server logs and security-related data are retained only as long as necessary for security, debugging and legal compliance, and then deleted or anonymised.

We do not sell your personal data and we do not share it with third parties for their own direct marketing purposes.

9. Your rights (EU / GDPR)

If you are in the EU/EEA, you have the following rights under the GDPR:

- **Right of access** – to obtain confirmation as to whether we process your personal data and, if so, to access that data.
- **Right to rectification** – to correct inaccurate or incomplete personal data.
- **Right to erasure** – to request deletion of your personal data where certain legal conditions are met.
- **Right to restriction of processing** – to limit the processing of your data in certain circumstances.
- **Right to data portability** – to receive your data in a structured, commonly used and machine-readable format and to transmit it to another controller, where technically feasible.
- **Right to object** – to object to processing based on our legitimate interests.
- **Right to withdraw consent** – where processing is based on consent (e.g. push notifications), you can withdraw it at any time.

To exercise your rights, contact us at: jiriseva@gmail.com.

We may need to verify that the request comes from the correct user (e.g. by using your device-specific identifiers or subscription details).

You also have the right to lodge a complaint with your local data protection authority if you believe your data protection rights have been violated.

10. Children's privacy

The App is not intended for children under 16 years of age.

We do not knowingly collect personal data from children under 16. If you are a parent or guardian and you believe that your child has provided us with personal information, please contact us at jiriseva@gmail.com and we will take steps to delete such data.

11. Changes to this Privacy Policy

We may update this Privacy Policy from time to time.

If we make material changes, we will update the "Last updated" date at the top of this document and, where appropriate, notify you within the App or through other reasonable means.

We encourage you to review this Privacy Policy periodically to stay informed about how we process your data.

12. Contact

If you have any questions about this Privacy Policy or data protection, please contact us at:

Jiri Sevcik

E-mail: jiriseva@gmail.com

Terms of Use – WindCompass

Last updated: 8.12.2025

By downloading, installing or using Lo Stagnone Wind ("the App"), you agree to be bound by these Terms of Use. If you do not agree with these Terms, please do not use the App.

1. Use of the App

1.1. The App is provided for informational and recreational purposes, primarily to display wind data and related information and to send wind alerts (including premium alerts for subscribers).

1.2. You agree to use the App only in accordance with applicable laws and regulations and not to misuse the App in any way (for example, by attempting to interfere with its operation or with our servers).

2. No guarantee of accuracy and safety

2.1. The App may display data from meteorological stations, forecasts, or other sources. While we strive to provide useful and reasonably accurate information, we do not guarantee the accuracy, completeness, or timeliness of any data displayed in the App.

2.2. Weather and wind conditions can change rapidly and may be affected by many local factors. You should always verify conditions using multiple sources and your own judgement.

2.3. You use the App at your own risk. We are not responsible for any injury, damage, loss, or incident that may occur as a result of using or relying on information from the App, including during kitesurfing, windsurfing, sailing, or any other outdoor or water activities.

Always respect local rules, safety recommendations, and your own limits.

3. Premium features and subscriptions

3.1. The App offers optional premium features available through a monthly subscription, such as enhanced or additional wind alerts (Lo Stagnone Wind Premium or similar). The exact list of premium features may be described within the App and in the App Store listing and may be updated over time.

3.2. The subscription price is 1.99 € per month, or the local equivalent in your currency as determined by Apple.

3.3. The subscription is auto-renewing. Unless you cancel, your subscription will automatically renew at the end of each billing period. You can manage or cancel your subscription at any time in your Apple ID / App Store account settings.

3.4. All billing and payments related to subscriptions and in-app purchases are handled by Apple through the App Store. Any questions about billing, refunds, or payment issues should primarily be addressed to Apple, in accordance with their terms and policies.

3.5. If you cancel your subscription, you will continue to have access to premium features until the end of the current billing period. After that, your access to premium features may be reduced or disabled, but you can still use any free features of the App (if available).

4. In-app promotions and external links

4.1. The App may display banners or links promoting our own services, such as kitesurfing trips, courses, or our online shop (Kitesseason or related projects).

4.2. When you tap such a banner or link, the App may open an external website or another application (for example, your web browser or a social media app). We are not responsible for the content, availability or policies of any external websites or services opened from the App.

4.3. Use of any external websites or services is governed by their own terms of use and privacy policies.

5. Intellectual property

5.1. The App, including its design, code, graphics, logos, and other content, is protected by copyright and other intellectual property laws.

5.2. You are granted a personal, non-exclusive, non-transferable, revocable license to use the App on your device in accordance with these Terms and with Apple's App Store rules.

5.3. You may not copy, modify, distribute, sell, or lease any part of the App or attempt to extract its source code, unless such restrictions are prohibited by law or we have given you prior written permission.

6. Limitation of liability

6.1. To the maximum extent permitted by law, we are not liable for any indirect, incidental, special, or consequential damages, including lost profits, loss of data, or personal injury arising out of or in connection with your use of the App.

6.2. Our total liability for any claims related to the App shall not exceed the amount you have paid for the App or its premium features in the twelve (12) months preceding the event giving rise to the claim, to the extent permitted by law.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations may not apply to you in full.

7. Changes to the App and to these Terms

7.1. We may update, modify, or temporarily or permanently discontinue the App or any of its features (including premium features) at any time, with or without notice, provided that your statutory rights as a consumer remain unaffected.

7.2. We may also update these Terms of Use from time to time. If we make material changes, we will update the "Last updated" date at the top of this document and, where appropriate, notify you within the App.

By continuing to use the App after changes become effective, you agree to the revised Terms.

8. Governing law and jurisdiction

8.1. These Terms are governed by the laws of Czech Republic, without regard to its conflict of laws principles.

8.2. Any disputes arising out of or in connection with these Terms or your use of the App shall be subject to the jurisdiction of the competent courts of Czech Republic, unless mandatory consumer protection legislation gives you the right to bring your claim in another jurisdiction.

9. Contact

If you have any questions about these Terms of Use, please contact us at:

Jiri Sevcik

E-mail: jiriseva@gmail.com