

Privacy Policy — Piccolo

Effective date: August 24, 2026

Controller: FABBRICA DIGITALE - FZCO

Registered address: IFZA Properties, DSO-IFZA, Dubai Silicon Oasis, Dubai, United Arab Emirates

This Privacy Policy explains how FABBRICA DIGITALE - FZCO ("Piccolo", "we", "us", "our") collects, uses, stores, and shares personal data when you use the Piccolo mobile application (the "App"). Piccolo is an AI entertainment app that generates a hypothetical "future baby" image and short video from two images that you upload.

1) Important Entertainment Disclaimer

Piccolo outputs are AI-generated entertainment content only. They are not medical, scientific, genetic, or factual predictions.

2) Data We Process

- **User content:** the image files you choose to upload, and the outputs (images/videos) generated from them. We collect these images only when you select them yourself from your photo library.
- **Account/transaction data:** subscription status, purchases, receipts, refund status.
- **Device/usage data:** app events, device identifiers, diagnostics, crash logs, approximate region, IP-based metadata.
- **Notification data:** push token and push preferences (if enabled).

3) Purposes and Legal Bases (GDPR)

- **Provide the service** (Art. 6(1)(b), contract): run the generation you request, deliver outputs, maintain subscriptions.
- **Billing/compliance** (Art. 6(1)(c), legal obligation): accounting, tax, fraud/refund records where required.
- **Product/security operations** (Art. 6(1)(f), legitimate interests): reliability, abuse prevention, service quality.
- **Processing of uploaded images** (Art. 6(1)(a), consent): you give explicit consent in an in-app dialog shown before your first upload (see Section 9).
- **Tracking/marketing where applicable** (Art. 6(1)(a), consent): ATT-based advertising attribution and similar optional tracking.
- **Push notifications** (Art. 6(1)(a), consent): generation-ready alerts and app updates.

No facial recognition and no biometric identification

Piccolo does not perform facial recognition, facial verification, face matching, age or emotion estimation, or biometric identification of any kind. We do not extract, derive, compute, or store faceprints, facial geometry, face templates, face embeddings, or any other biometric identifier, and we do not use uploaded images to identify, or attempt to identify, any individual. We do not verify, and do not attempt to determine, who (if anyone) is depicted in an uploaded image, and the App does not require a face to be present at all — an upload may be any image.

Uploaded files are therefore handled by us as ordinary image data, not as biometric data. Because an uploaded image may nevertheless depict a person, we ask for your explicit consent before any upload is processed, and you must confirm that you have the right to upload that image and, where a person is depicted, that person's consent. Where local law nonetheless treats such images as sensitive data, our legal basis is your explicit consent, which you may withdraw at any time.

4) Uploaded Images (Including Photos That May Show Faces): Use, Sharing, Storage and Retention

- **Use.** Images you upload are used solely to run the image/video generation that you yourself initiate in the App. No image is uploaded or processed unless you choose it and tap to generate.
- **Display in the App.** Your uploaded images are shown back to you inside the App next to the corresponding result, so you can see which inputs a given output was made from.

- **Inclusion in the output.** Your uploaded images may also be included in the generated output video itself. Any output you save or share is stored on your own device and is thereafter under your control.
- **No other use.** We use uploaded images only as described in this section and for no other purpose. We do not use them to train, fine-tune, or improve any AI model; we do not use them for advertising, profiling, or facial recognition; we do not publish them; and we do not sell, rent, or license any user image data.
- **Storage and sharing.** Uploaded images are stored on our servers, hosted with our infrastructure provider, with access controls and encryption in transit. To produce your output they are transmitted to the third-party AI model provider described in Section 9. They are not shared with anyone else.
- **Retention.** An uploaded image is kept only for as long as the generated output it was used to create still exists, so that the App can show you which images each result was made from. When you delete a generated output, the images used to create it are deleted with it. If your subscription ends, outputs and the images they were made from are deleted as described in Section 5.
- **Deletion on request.** You can request deletion of any uploaded image or any generated output at any time by emailing piccolo@lafabbrica.me. We action such requests without undue delay and in any case within 30 days.
- **Limited exception.** We may keep a copy beyond the periods above where there is a specific legal or operational reason to do so — for example, a legal obligation, the establishment, exercise, or defence of legal claims, or the investigation of a security or abuse incident. Any such copy is access-restricted, used only for that reason, and deleted once it no longer applies.

5) Generated Outputs Retention

- Generated outputs (images/videos), together with the images they were made from, are stored on our servers for as long as your subscription is active, so you can access them in the App.
- You can delete any generated output in the App at any time. Deleting an output also deletes the images it was made from.
- If you cancel or your subscription ends, generated outputs and their source images are retained for 1 additional month and then permanently deleted.
- You can also request deletion of any generated output or uploaded image at any time by emailing piccolo@lafabbrica.me.
- Copies you have saved or shared to your own device or to other apps remain on your device and under your control; we cannot delete those.

6) Other Retention Periods

- Account and billing records: retained for the period required by applicable tax/accounting law (typically up to 7 years from the relevant transaction).
- Diagnostics, crash logs, security/abuse logs: retained for up to 6 months, unless a longer period is required for legal, security, or fraud-defence reasons. These logs do not contain your uploaded images.
- Push tokens: retained while push is enabled; removed within 1 month of disablement or app uninstall signal.

7) Payments and Subscriptions

Payments are processed by platform/payment partners (Apple; subscription state is managed via RevenueCat). We do not store full payment card details.

8) Analytics and Attribution

We use service providers such as analytics, attribution, and crash-reporting tools (e.g., Amplitude, AppsFlyer, Firebase/Crashlytics) to operate and improve the App. These providers process app and device event data under their own terms and data processing agreements. **We do not send uploaded images or generated outputs to any analytics or advertising provider.**

If we add, change, or remove material service providers (subprocessors) that process your personal data, we will update this Privacy Policy and notify users via in-app notice or on our website with reasonable advance notice where practicable.

9) Third-Party AI Provider Used for Generation

What is sent, and how. The two images you select from your photo library — and nothing else about you — are uploaded from your device to our servers and transmitted over an encrypted connection to third-party AI models that we access through OpenRouter, Inc., an API gateway. No account, contact, device, purchase, or usage data is sent with them, and your uploaded images are sent to no other recipient.

What it is used for. Your images are used only to generate the result you asked for. They are not used to train, fine-tune, or improve any AI model, not used for advertising or profiling, and not sold.

Protection at the recipient. We share uploaded images only with OpenRouter, Inc. OpenRouter does not retain your images: our account uses Zero Data Retention routing and is opted out of model training. OpenRouter is SOC 2 Type 2 certified and encrypts data in transit and at rest (<https://trust.openrouter.ai>, <https://openrouter.ai/docs/guides/features/zdr>). We use only AI providers whose data-handling commitments are equivalent to the protections described in this Policy.

Your consent. Your images are sent only with your explicit consent, which you give in an in-app dialog shown before your first upload. That dialog names the data being sent (two selected photos) and the recipient (OpenRouter, Inc.). If you do not consent, generation cannot be performed. You can withdraw your consent at any time (see Section 13).

Section 4 describes how long we keep your uploaded images and how you can delete them.

10) Sharing Data

We share data only when necessary: with processors/subprocessors that provide hosting, AI generation (Section 9), analytics, attribution, payments, support, and security; with authorities where legally required in relation to account, billing, and security records; and during corporate transactions (merger, acquisition, asset sale), subject to safeguards. We do not sell personal data.

11) International Transfers

Your data may be processed outside your country. For EEA/UK transfers, we use appropriate safeguards (including Standard Contractual Clauses where required) or other lawful transfer mechanisms.

12) Security

We use reasonable technical and organizational safeguards (access controls, encryption in transit, scoped access, monitoring).

13) Your Rights

Depending on your jurisdiction, you may have rights to access, correct, delete, restrict, object, port data, and withdraw consent. Withdrawing consent to image processing stops any further generation but does not affect processing already carried out.

EEA/UK rights

You may also lodge a complaint with your local data protection authority.

US state rights

Where applicable (e.g., CCPA/CPRA and similar state laws), you may request disclosure/deletion/correction and exercise opt-out rights where available. We do not sell or share personal information for cross-context behavioural advertising in the form of image data.

To exercise rights, contact us at piccolo@lafabbrica.me.

14) Children

Piccolo is not directed to anyone under 13. You must be at least 13 years old to use the App. If you believe a person under 13 has submitted personal data, contact us and we will take appropriate deletion steps.

15) Data Deletion Requests

You can delete any generated output in the App at any time; the images it was made from are deleted with it. You may also request deletion of any image or output, or of your data generally, by email at piccolo@lafabbrica.me. We may keep limited records for the reasons and periods described in Sections 4, 5, and 6.

16) Third-Party Services and Links

If you share content to third-party platforms (e.g., social apps), their privacy policies apply to that downstream processing.

17) Changes to This Policy

We may update this policy. Material changes will be posted in-app or on our site with an updated effective date.

18) Contact

- Email: piccolo@lafabbrica.me
- Website: <https://lafabbrica.me>
- Registered address: IFZA Properties, DSO-IFZA, Dubai Silicon Oasis, Dubai, United Arab Emirates