

TERMS OF USE

Needlentry — iOS Mobile Application

Effective Date: April 7, 2026

1. Acceptance of Terms

By downloading, installing, or using the Needlentry mobile application ("App"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, do not download, install, or use the App. These Terms constitute a legally binding agreement between you and the App developer ("we," "our," or "us").

We reserve the right to modify these Terms at any time. We will notify you of material changes by posting the updated Terms within the App and, where required by applicable law, by providing advance notice. Your continued use of the App after such changes constitutes your acceptance of the revised Terms.

2. Description of the App

Needlentry is an embroidery inventory and stash organiser for iOS that helps you manage your threads, beads, and fabrics in one place. The App is designed for embroidery enthusiasts who want to track what they own, plan purchases, and organise their projects.

Key features include:

- Create custom material palettes or import ready-made ones from Needleply
- Track your threads, beads, and fabrics with a simple inventory system
- Set quantities, create checklists, and avoid buying duplicates
- Manage embroidery projects with linked materials and required quantities
- View full shopping lists per project or across all projects, and export to PDF
- Back up your inventory to iCloud, Dropbox, Google Drive, or Box
- Restore your data on any device from a backup

3. Eligibility

You must be at least 13 years of age to use the App. If you are between 13 and 17 years of age, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf. Users in jurisdictions where a higher minimum age applies for digital services (such as 16 years of age in certain EU member states under GDPR) must meet that higher age requirement. By using the App, you represent and warrant that you meet the eligibility requirements applicable in your jurisdiction.

4. User Content

The App allows you to create, store, and manage embroidery inventory data, project records, and related content ("User Content"). We do not claim ownership of any User Content you create or store within the App.

You are solely responsible for the accuracy, quality, and integrity of all User Content you enter into the App. We do not monitor or review User Content.

We do not have access to your User Content. All data is stored locally on your device. Any backups you create are stored exclusively in cloud storage services of your choice (iCloud, Dropbox, Google Drive, or Box) under your own account. We do not operate servers and do not store or transmit your User Content.

5. Backups and Data Responsibility

The App provides backup functionality that allows you to save your inventory data to third-party cloud storage services, including iCloud, Dropbox, Google Drive, and Box. Your use of these services is subject to their respective terms and privacy policies. We are not responsible for the availability, security, or reliability of any third-party cloud storage service.

You are solely responsible for maintaining appropriate backups of your User Content. We do not store copies of your data on our servers and are not able to recover your data in the event of loss. We strongly recommend creating regular backups to prevent data loss.

6. In-App Purchases

The App is available with a free tier that provides access to core features with limited functionality. The free tier includes advertisements.

Needlentry offers the following non-renewing purchase options that unlock additional features and remove advertisements:

- 1-month access — unlocks full functionality for one month.
- 6-month access — unlocks full functionality for six months.
- 1-year access — unlocks full functionality for one year.
- Lifetime access — a one-time purchase that unlocks full functionality permanently.

These purchases do not renew automatically. No recurring charges will be made. Upon expiration of a fixed-period purchase, the App will revert to free tier functionality unless you make a new purchase.

Payments are processed by Apple through your Apple ID account at confirmation of purchase. You may review Apple's in-app purchase policies directly within the App Store. Refunds are handled in accordance with Apple's App Store refund policies. We do not directly process refunds for purchases made through the App Store.

Any unused portion of a free trial period, if offered, will be forfeited when you make a purchase.

7. Advertisements

The free tier of the App may display advertisements provided by third-party advertising networks, including Google AdMob. By using the free tier, you consent to the display of such advertisements. Making any paid purchase (1-month, 6-month, 1-year, or Lifetime) removes all advertisements from the App for the duration of the access period.

We are not responsible for the content of third-party advertisements. Any interaction with advertisements is at your own risk and subject to the terms and privacy policies of the respective advertisers.

8. Intellectual Property

All content available through the App, including but not limited to the App's design, structure, graphics, logos, icons, and software, is the property of the App developer or its content suppliers and is protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial use only.

User Content created by you within the App remains your property. You retain full ownership of your inventory data, project records, and any other content you create using the App.

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any part of the App's software or design except as expressly permitted by these Terms or with our prior written consent.

9. Third-Party Integrations

The App supports import of material palettes from Needleply, a separate reference application for embroidery material palettes. Your use of Needleply is subject to its own terms of use. We are not responsible for the availability or accuracy of data imported from third-party applications.

The App integrates with third-party cloud storage services (iCloud, Dropbox, Google Drive, Box) solely for the purpose of enabling user-controlled backups. Your use of these services is governed by their respective terms and privacy policies.

10. Accuracy of Information

While we make every effort to ensure that the App functions correctly and that any built-in reference data is accurate, we do not warrant that all information within the App is free from errors or omissions. We reserve the right to correct errors or update information at any time and without prior notice.

11. User Conduct

You agree to use the App only for lawful purposes and in accordance with these Terms. You agree not to: use the App in any way that violates any applicable law or regulation; attempt to reverse-engineer, decompile, or disassemble the App; interfere with or disrupt the App or its operation; use automated means to access the App without our express written consent; or remove, alter, or obscure any copyright, trademark, or other proprietary notices in the App.

12. Data Collection and Privacy

The App functions primarily as a local utility. We do not operate servers and do not collect, transmit, or store your User Content. All inventory data, project records, and related content are stored exclusively on your device or in cloud storage accounts of your choosing.

However, the App integrates third-party SDKs that collect certain technical and usage data:

- Google AdMob (free tier only): collects device identifiers, IP address, and usage data for the purpose of serving relevant advertisements. This data is processed by Google LLC in accordance with Google's Privacy Policy (<https://policies.google.com/privacy>).
- Firebase Analytics (all tiers): collects anonymized usage events, session data, and device information to help us understand how users interact with the App and improve its features. This data is processed by Google LLC in accordance with Google's Privacy Policy.

Making any paid purchase removes all advertisements and AdMob data collection. Firebase Analytics may remain active on all tiers solely for the purpose of App improvement.

You may limit ad tracking at any time through your device privacy settings (Settings → Privacy & Security → Tracking on iOS). We do not require you to create an account to use the App.

We are committed to handling all data in accordance with applicable data protection laws, including the GDPR where applicable. For detailed information, please refer to our Privacy Policy, which is incorporated into these Terms by reference and is available within the App's Settings section.

13. Disclaimer of Warranties

THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE ARE NOT RESPONSIBLE FOR ANY LOSS OF USER CONTENT, INCLUDING INVENTORY DATA OR PROJECT RECORDS, RESULTING FROM DEVICE FAILURE, APP MALFUNCTION, OR FAILURE TO MAINTAIN ADEQUATE BACKUPS. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP YOUR DATA.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE APP DEVELOPER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR USE OF OR INABILITY TO USE THE APP; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR DEVICE OR CLOUD STORAGE ACCOUNT; (C) ANY LOSS OF INVENTORY DATA, PROJECT RECORDS, OR OTHER USER CONTENT; OR (D) ANY OTHER MATTER RELATING TO THE APP.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE APP EXCEED THE AMOUNT YOU HAVE PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

15. Indemnification

You agree to indemnify, defend, and hold harmless the App developer and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in any way connected with your access to or use of the App or your violation of these Terms. This indemnification obligation applies to the extent permitted by applicable law.

16. Termination

We may terminate or suspend your access to the App immediately, without prior notice or liability, for any reason, including if you breach these Terms. Upon termination, your right to use the App will immediately cease. Termination does not affect any prior purchases; however, no refunds will be issued except in accordance with Apple's App Store refund policies.

All provisions of these Terms that by their nature should survive termination shall survive, including intellectual property provisions, warranty disclaimers, indemnity, and limitations of liability.

17. Apple App Store Terms

These Terms are between you and the App developer only, and not with Apple Inc. ("Apple"). The App developer, not Apple, is solely responsible for the App and its content. Your use of the App must comply with the App Store Terms of Service.

Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price for the App, if applicable. Apple has no other warranty obligation with respect to the App.

Apple is not responsible for addressing any claims by you or any third party relating to the App or your use of the App, including product liability claims, consumer protection claims, and intellectual property infringement claims. Apple is a third-party beneficiary of these Terms and, upon your acceptance, will have the right to enforce these Terms against you.

18. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Poland, without regard to its conflict of law provisions. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Poland.

19. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

20. Entire Agreement

These Terms (version effective April 7, 2026), together with our Privacy Policy, constitute the entire agreement between you and the App developer regarding your use of the App and supersede all prior agreements and understandings, whether written or oral.

21. Contact Us

If you have any questions about these Terms, please contact us at fancycrossstitch@gmail.com or through the contact information provided within the App's Settings section.