

# TERMS OF USE

Needleply — iOS Mobile Application

*Effective Date: April 7, 2026*

## 1. Acceptance of Terms

By downloading, installing, or using the Needleply 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

Needleply is a reference application for iOS that provides access to embroidery material palettes, including threads, beads, and fabrics from a wide range of manufacturers. The App is designed for convenient browsing, searching, selecting, and organizing materials for embroidery projects.

Key features include:

- Thread, bead, and fabric palettes from 50+ embroidery manufacturers
- Search across the entire materials reference
- Find close color matches across different palettes and manufacturers
- Export palettes to Needlentry for material tracking and project planning
- Create and export printable PDF tables
- Available in 15+ languages

The App is available on iOS. All palette data is built into the App and stored locally on your device.

## 3. Disclaimer of Affiliation and Color Accuracy

The App is not affiliated with, endorsed by, or officially connected to any embroidery material manufacturer whose palettes are featured within the App. All manufacturer names, product names, and color references are used for identification purposes only.

Colors displayed in the App are approximate and may differ from actual physical shades due to screen calibration, display settings, and manufacturing variations. Always refer to official physical color charts provided by manufacturers before making purchasing decisions.

## 4. 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.

## 5. In-App Purchases and Subscriptions

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

Needleply 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.

## 6. 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.

## 7. Intellectual Property

All content available through the App, including but not limited to palette data, color references, images, text, 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 and its content for personal, non-commercial use only.

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

Manufacturer names, color names, and product identifiers referenced in the App remain the property of their respective owners and are used solely for reference and identification purposes.

## 8. Third-Party Integrations

The App supports export of selected palettes to Needleply, a separate application designed for embroidery material tracking, inventory management, and project planning. Your use of Needleply is subject to its own terms and conditions. We are not responsible for the availability, accuracy, or content of third-party applications.

The App also allows you to export palette data as PDF files for personal use and offline reference.

## 9. Accuracy of Information

While we make every effort to ensure that palette data within the App is accurate and up to date, we do not warrant that all information is free from errors, inaccuracies, or omissions. Manufacturer palettes may be updated or discontinued without notice. We reserve the right to correct errors or update palette data at any time and without prior notice.

If you believe a palette is missing or contains inaccurate information, you may contact us at [fancycrossstitch@gmail.com](mailto:fancycrossstitch@gmail.com). We regularly expand and update the available palettes based on user feedback.

## 10. 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.

## 11. Data Collection and Privacy

The App functions entirely offline as a local utility. We do not operate servers and do not collect, transmit, or store your usage data or any content exported by you. All palette data is stored locally within the App on your device.

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.

## 12. 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 DO NOT WARRANT THE ACCURACY OF COLOR REPRESENTATIONS, PALETTE DATA, OR ANY OTHER INFORMATION PROVIDED WITHIN THE APP. COLORS DISPLAYED ARE APPROXIMATE AND MAY DIFFER FROM ACTUAL PHYSICAL SHADES. USERS SHOULD ALWAYS VERIFY COLORS AGAINST OFFICIAL MANUFACTURER PHYSICAL SAMPLES BEFORE MAKING PURCHASING DECISIONS.

### **13. 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; (C) ANY RELIANCE ON COLOR OR PALETTE DATA PROVIDED WITHIN THE APP; 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.

### **14. 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.

### **15. 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.

### **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. Contact Us**

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