

# TERMS OF USE

StitchHub — iOS Mobile Application

*Effective Date: April 17, 2026*

## 1. Acceptance of Terms

By downloading, installing, or using the StitchHub 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 StitchHub ("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

StitchHub is a cross-stitch application for iOS that combines stitching and pattern design in one place. The App allows users to stitch from existing patterns in an interactive mode or create their own designs from scratch or based on an image.

The App supports a wide range of stitch types, including cross stitches, half stitches, quarter stitches, three-quarter stitches, petite stitches, backstitches, knots, and beads. Users can work with materials such as threads, beads, fabrics, and thread blends, with the ability to import material palettes from the companion Needleply application.

Key features include multiple display and stitching modes, layer management, drawing tools and brushes, a material usage calculator, progress tracking with calendar and widget, boundary and minimap navigation tools, pattern export in PDF, PNG, and TXT formats, and support for pattern file formats including HUB, HUBD, HUBS, XSD, and OXS. The App supports Apple Pencil on compatible devices.

## 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. Subscription Plans and Payments

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

StitchHub offers several subscription-based plans that unlock additional features:

- **Stitcher** — focused on stitching. Includes unlimited patterns, boundary tool, progress tracking, watermark-free sharing, a customizable material calculator, and an ad-free experience.
- **Designer** — focused on pattern creation. Includes unlimited designs, layer duplication, all brushes, photo-to-pattern conversion, all export formats, and an ad-free experience.

- Studio — the complete workflow. Includes all stitching and design tools, unlimited patterns and designs, full export and layer support, a customizable material calculator, watermark-free export, and an ad-free experience.

Payment will be charged to your Apple ID account at confirmation of purchase. Subscriptions automatically renew unless auto-renew is turned off at least 24 hours before the end of the current billing period. Your account will be charged for renewal within 24 hours prior to the end of the current period at the rate of the selected plan.

You may manage your subscription and turn off auto-renewal by going to your Account Settings in the App Store after purchase. Any unused portion of a free trial period, if offered, will be forfeited when you purchase a subscription.

We will notify you of any price changes before they take effect. Price changes will apply at the start of the next subscription period following the date of the price change. By continuing to use the App after a price change takes effect, you accept the new price.

Refunds are handled in accordance with Apple's App Store refund policies. We do not directly process refunds for subscriptions purchased through the App Store.

## **5. 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. Subscribing to any paid plan (Stitcher, Designer, or Studio) removes all advertisements from the App.

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.

## **6. 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; distribute, share, or reproduce copyrighted patterns or content without authorization; 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.

## **7. Intellectual Property**

All content available through the App, including but not limited to cross-stitch patterns, images, text, graphics, logos, icons, and software, is the property of StitchHub or its content suppliers and is protected by intellectual property laws, except for User Content created by users as described below. You are granted a limited, non-exclusive, non-transferable, revocable license to use the App and its content for personal, non-commercial use only.

The software implementation used by the App to read, write, and process its proprietary file formats — including HUB (pattern format), HUBD (project format), and HUBS (stitching progress format) — is protected by copyright. You may not reverse-engineer the App's source code for the purpose of reproducing this implementation. You may not create third-party tools, converters, or applications that replicate this implementation without the prior written consent of StitchHub.

Patterns and designs created by you from scratch using the App remain your property. Where a design is created by substantially modifying one of StitchHub's built-in templates, ownership

of the resulting work depends on the degree of your creative contribution; StitchHub does not claim ownership of designs that reflect substantial original creative input by the user.

Patterns generated automatically by the App's photo-to-pattern conversion feature are provided as a starting point. The resulting output, once meaningfully edited and refined by you, is considered your content. StitchHub does not warrant the accuracy of photo-to-pattern conversion results; users should independently verify material requirements before purchasing supplies.

The tools, brushes, built-in templates, file formats, and underlying technology used within the App remain the property of StitchHub. 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.

## **8. Third-Party Integrations**

The App may integrate with or reference third-party applications, such as Needleply for importing material palettes. Your use of any third-party applications is subject to the terms and conditions of those applications. We are not responsible for the availability, accuracy, or content of third-party services.

The App supports import of files from third-party formats, including XSD (Hobbyware Pattern Maker) and OXS (Win/MacStitch). Compatibility with third-party file formats is provided on a best-effort basis and we do not guarantee complete accuracy of imported data.

## **9. User Content and Copyright Responsibility**

The App allows you to import, create, edit, and store cross-stitch patterns and related content ("User Content"). You are solely responsible for ensuring that any User Content you import, use, or distribute through the App does not infringe on the intellectual property rights, copyrights, trademarks, or any other rights of third parties.

By using the App, you represent and warrant that: (a) you own or have obtained all necessary rights, licenses, and permissions to use any patterns, images, or other content you import or work with in the App; (b) your use of such content does not violate any applicable laws or the rights of any third party; and (c) you will not use the App to reproduce, distribute, or create derivative works from copyrighted patterns or designs without proper authorization from the rights holder.

StitchHub does not monitor, verify, or assume any responsibility for the legality or ownership of User Content. StitchHub shall not be held liable for any claims, damages, or legal actions arising from your use of content to which you do not hold the necessary rights. You agree to indemnify and hold StitchHub harmless from any claims, losses, or damages, including attorney's fees, resulting from your infringement or alleged infringement of any third-party intellectual property rights through your use of the App.

If you believe that any content available through the App infringes your copyright or other intellectual property rights, please contact us using the contact information provided in the App.

## **10. Data Collection and Privacy**

The App functions entirely offline as a local utility. StitchHub does not operate servers and does not collect, transmit, or store your creative content — including patterns, designs, and project files. All such content is stored exclusively on your device and remains under your full control.

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.

Subscribing to a paid plan (Stitcher, Designer, or Studio) removes all advertisements and AdMob data collection. Firebase Analytics may remain active on paid plans 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.

## **11. 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 PHOTO-TO-PATTERN CONVERSION, MATERIAL CALCULATIONS, OR ANY OTHER COMPUTATIONAL FEATURES OF THE APP. USERS SHOULD INDEPENDENTLY VERIFY MATERIAL REQUIREMENTS BEFORE PURCHASING SUPPLIES.

## **12. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, STITCHHUB 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 LOSS OF PATTERNS, DESIGNS, PROGRESS DATA, OR OTHER USER CONTENT STORED ON YOUR DEVICE; 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.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless StitchHub 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, your violation of these Terms, your violation of any third-

party rights, or any content you create, share, or distribute using the App. This indemnification obligation applies to the extent permitted by applicable law.

## **14. 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 active subscription billing; you must cancel your subscription separately through the App Store.

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.

## **15. Apple App Store Terms**

These Terms are between you and StitchHub only, and not with Apple Inc. ("Apple"). StitchHub, 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.

## **16. 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.

## **17. 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.

## **18. Entire Agreement**

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

## **19. 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.