

# Terms and conditions

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the “XStitch Calculator” mobile application (“Mobile Application” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and this Mobile Application developer (“Operator”, “we”, “us” or “our”). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Mobile Application and Services. By accessing and using the Mobile Application and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and the Operator, even though it is electronic and is not physically signed by you, and it governs your use of the Mobile Application and Services.

## Age requirement

You must be at least 16 years of age to use the Mobile Application and Services. By using the Mobile Application and Services and by agreeing to this Agreement you warrant and represent that you are at least 13 years of age.

## Adult content

Please be aware that there may be certain adult or mature content available in the Mobile Application. Where there is mature or adult content, individuals who are less than 18 years of age or are not permitted to access such content under the laws of any applicable jurisdiction may not access such content. If we learn that anyone under the age of 18 seeks to conduct a transaction through the Services, we will require verified parental consent, in accordance with the Children’s Online Privacy Protection Act of 1998 (“COPPA”). Certain areas of the Mobile Application and Services may not be available to children under 18 under any circumstances.

## In-App Purchases

The Mobile Application is supported by advertising revenue so the Mobile Application is provided, per the terms of this Agreement, without an additional fee unless you have activated the ad-free features by purchasing a subscription to that service. A subscription functions as an “in-app” purchase option, which will disable all advertising served through the application. Subscriptions renew on a periodic basis unless you indicate and request non-renewal through the Mobile Application. Subscription payments will be processed by mobile app provider, such as Google Play or Apple iTunes, from which you originally downloaded the application. You may access the applicable “in-app” purchase rules and policies directly from the applicable app

store(s). Additional terms or conditions may apply to a subscription at the time of order or renewal.

## Accuracy of information

Occasionally there may be information in the Mobile Application that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Mobile Application or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Mobile Application including, without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Mobile Application should be taken to indicate that all information in the Mobile Application or Services has been modified or updated.

## Advertisements

During your use of the Mobile Application and Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Mobile Application and Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

## Links to other resources

Although the Mobile Application and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link in the Mobile Application. Your linking to any other off-site resources is at your own risk.

## Changes and amendments

We reserve the right to modify this Agreement or its terms related to the Mobile Application and Services at any time at our discretion. When we do, we will revise the updated

date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Mobile Application and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

## Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Mobile Application and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Mobile Application and Services.

## Contacting us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

fancycrossstitch@gmail.com

This document was last updated on December 28, 2022