Terms of Use

Last updated: November 8, 2026

These Terms apply to X·O: Ultimate Tic-Tac-Toe (the “app”), provided by an individual developer based in Poland, who is shown as the seller of the app on the App Store (“we”, “us”). Contact: fancymobappts@gmail.com. By using the app, you agree to these Terms. If you do not agree, stop using the app.

Age and parental permission

The app's App Store content rating is 4+, subject to the rating shown in your country and on your device. The content rating does not determine whether a child can enter into a contract, make purchases, consent to data processing, or use Game Center.

If you are below the age at which you can legally agree to these Terms in your country, a parent or legal guardian must review and agree to them on your behalf and supervise your use. Purchases and third-party services remain subject to Apple's age, account, parental-permission, and device restrictions. Parents can manage purchases and online features using Apple's parental controls.

Use of the app

X·O offers Classic and Ultimate tic-tac-toe, play on one device, and online matches through Game Center. Play against the app requires Premium. Features may depend on the app version, device, network connection, and availability of Apple's services.

Your license to use the app is governed by the Apple Standard End User License Agreement, unless a different license is supplied through the App Store. These Terms describe the app's services and purchases and do not replace Apple's App Store terms or the applicable license agreement.

Apple Standard End User License Agreement: https://www.apple.com/legal/internet-services/itunes/dev/stdeula/

Intellectual property and permitted use

The app's original software, artwork, text, and branding belong to us or the relevant licensors. Downloading the app or purchasing Premium grants rights to use the app under its applicable license; it does not transfer ownership of intellectual property. Third-party and open-source components remain subject to their own licenses.

Except as permitted by the applicable license or law, you must not redistribute the app, circumvent purchase verification or security controls, reverse-engineer protected components, or use our artwork or branding in a way that infringes our rights. You must not falsify purchases, achievements, scores, or match data, introduce malicious code, or interfere with other players or third-party services. These restrictions do not remove rights expressly granted by open-source licenses or mandatory law.

Premium and in-app purchases

Premium removes in-app advertisements and unlocks One player mode against the app. Two players on one device and online play do not require Premium. Premium does not disable analytics or crash reporting.

Available plans are fixed-term access for 1 month, 6 months, or 1 year, and a one-time Lifetime purchase. Fixed-term plans are non-renewing subscriptions: they do not renew automatically or create recurring charges. The app calculates their expiry from the purchase date. Lifetime has no scheduled expiry. Prices and applicable taxes are shown by the App Store before you confirm a purchase.

When fixed-term Premium expires, advertisements may return and access to One player mode is locked unless you purchase another plan. A new fixed-term purchase is measured from its own purchase date; it does not automatically add its full duration to an existing plan. Where more than one valid entitlement exists, the app uses the latest expiry date; Lifetime takes precedence.

Apple processes payments. Use Restore Purchases in the app to sync eligible purchases made with the same Apple Account. An expired fixed-term purchase does not regain validity when restored. A refund or revocation may remove the corresponding access. Refund requests are handled by Apple, subject to its policies and any rights you have under applicable law. Deleting the app does not itself request a refund or delete Apple's purchase records.

Refund information: https://support.apple.com/118223

Online play and Game Center

Game Center provides sign-in, invitations, matchmaking, match storage, achievements, and leaderboards. These features are subject to Apple's terms, privacy settings, parental controls, and service availability. You can use the offline modes without Game Center. Online play may be unavailable if you are not signed in, your account is restricted, or the network or Game Center is unavailable.

Game Center profile information and game activity may be visible to other players according to Apple's privacy settings. Do not harass other players, manipulate scores or match data, or disrupt games. The app does not offer its own chat or user-uploaded content. You can leave an active match using Resign and remove finished matches from the app's online list.

Saved games and availability

Offline games, statistics, and preferences are stored on your device. Online matches are stored through Game Center. Removing the app, losing device data, or changes to third-party services may affect access to saved games. We do not guarantee uninterrupted service or recovery of every saved game. This does not limit any mandatory rights relating to purchased digital content.

Updates and third-party dependencies

We may provide updates or make changes for valid reasons, including security, bug fixes, legal requirements, compatibility with supported devices, changes to Apple or Google services, and maintenance of the app. Feature descriptions do not promise unspecified future features, updates for every future device, or permanent availability of a third-party service. A Lifetime purchase means Premium has no scheduled expiry; it is not a promise that external services or every future operating-system version will remain supported indefinitely.

Changes affecting purchased access remain subject to applicable law, including requirements for notice, continued access, remedies, or termination where relevant. Where reasonably possible, we will provide advance notice of a material withdrawal of a paid feature. Events outside our reasonable control excuse performance only to the extent allowed by law; they do not automatically remove your statutory remedies.

Advertising and external links

The free version may display Google AdMob advertisements. The app requests only ads rated suitable for general audiences, but ads are selected and supplied by Google and its partners, and we cannot review each one. Please report an inappropriate ad to us. Advertising data and available privacy choices (Ads in Settings) are described in the Privacy Policy. Advertised products and linked websites are provided by third parties; an advertisement or link is not our endorsement. Purchases from an advertiser are separate from purchases of Premium.

Privacy

The Privacy Policy explains data processing, service providers, and your choices. Agreeing to these Terms is not consent to optional data processing or tracking.

Privacy Policy: https://xogameplay.web.app/info/policy.pdf

Consumer rights and corrections

We may correct errors and update the app and its descriptions. An error in marketing or explanatory text does not give us a right to cancel completed Apple purchases arbitrarily or remove your statutory refund, warranty, or other consumer rights. Submit app-related complaints to fancymobappts@gmail.com (for example, with Contact Support in Settings), describing the issue and the remedy you request. We will consider them within the period required by applicable law. Apple handles App Store billing and refund requests under its policies, without removing any claim you may have against us under mandatory law.

Warranties and responsibility

The app is intended for personal entertainment. Subject to mandatory law and the applicable app license, it is provided on an “as available” basis. We give no additional voluntary guarantee that the app or external services will always be available, error-free, or compatible with every future device, or that every saved game can be recovered. This does not affect legally required standards for digital content, security updates, or remedies for a lack of conformity.

The warranty disclaimers and limitations of liability in the applicable app license remain subject to mandatory law. For matters governed by these Terms, we are responsible only where the conditions for liability under applicable law are met. To the extent law allows, we exclude liability for losses not caused by our breach and losses that were not reasonably foreseeable, and for business losses arising from use of an app supplied for personal entertainment. These exclusions do not apply to intentional misconduct, gross negligence, personal injury, or any liability or remedy that cannot lawfully be excluded or limited, including applicable consumer and data-protection rights.

If you use the app in the course of a business and do not benefit from mandatory consumer or equivalent protection, then, to the extent permitted by law, our aggregate liability for claims under these Terms is limited to the greater of USD 50 or the amount you paid for the app and Premium during the 12 months before the event giving rise to the claim. The exceptions for misconduct, gross negligence, personal injury, and non-excludable liability and remedies also apply to this cap. The cap does not expand any liability or replace a limitation already governing a claim under the applicable app license.

Ending use and enforcement

You may stop using and remove the app at any time. Refund rights and the handling of existing data are described above and in the Privacy Policy. Termination of the app license is governed by that license and applicable law. We may seek remedies legally available for unlawful use or a material breach of these Terms. Any restriction affecting paid access must be proportionate and subject to mandatory consumer protections; these Terms do not authorize arbitrary forfeiture of paid access. Apple separately controls access to its accounts and services under its own rules.

Changes to these Terms

Updated Terms will be posted at the address below with a revised date. Changes apply prospectively and do not override rights you already have under mandatory law or retroactively change a completed purchase. Where legally required, we will provide additional notice or obtain agreement before a material change takes effect.

Terms of Use: https://xogameplay.web.app/info/terms.pdf

Governing law and disputes

For matters governed by these Terms, Polish law applies. If you are a consumer, this choice does not deprive you of protections provided by mandatory law that would otherwise apply, including the law of your country of habitual residence where applicable. You may bring a consumer claim before any court that has jurisdiction under the applicable consumer-protection rules. Contacting us first may help resolve a problem, but is not a condition for exercising your legal rights.

For users acting in business who do not benefit from mandatory consumer or equivalent protection, the courts competent for the developer's place of establishment in Poland have exclusive jurisdiction, to the extent a choice of court is legally permitted. The applicable app license governs disputes falling within its own scope, subject to mandatory law.

Interpretation and severability

If a provision is invalid or unenforceable, it will not be applied and the remainder of these Terms will continue to the extent legally possible. An invalid consumer term will not be rewritten to remove a protection that mandatory law gives you. A delay in enforcing a right does not waive it. Mandatory law takes priority, and these supplemental service Terms do not override the applicable app license or Apple's rules for its services.

Contact

For questions about these Terms or the app, contact us at fancymobappts@gmail.com.