

End User Licence Agreement

Magic 8 Ball: Talking Oracle · Version 1.0 · Effective 15 August 2026

This is the agreement under which you may use Magic 8 Ball: Talking Oracle. The app is free, asks nothing of you, and sends nothing anywhere. Most of what follows sets out who is responsible for what — and one section, on what the predictions actually are, matters more than the rest.

In plain terms

- **You may use the app on the Apple devices you own**, for as long as you like, at no cost.
- **It is a toy.** The predictions are entertainment, chosen at random. Section 7 says so properly, and means it.
- **You may not extract or republish the prediction and quote library** as a dataset or a competing product.
- **This agreement is with us, not with Apple.** Apple distributes the app but does not make it.
- **Your consumer rights under the law where you live are untouched** by anything here.

This summary is written to be read. It does not replace the terms below, and where the two differ, the terms govern.

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SECTION 1

Who this agreement is between

This End User Licence Agreement ("Licence") is a contract between **you**, the person using the app, and **Lustig Fairchild** ("we", "us", "the developer"), an independent app developer established in Bulgaria, in the European Union. Our contact details are in Section 21.

This Licence is concluded between you and us only. It is not concluded with Apple, and Apple is not a party to it. We alone are responsible for the app and its contents. Apple's role is described in Section 17.

How we handle information is set out separately in our Privacy Policy. In short: the app is entirely offline, collects no personal data, and never hears your question.

SECTION 2

What it covers

This Licence applies to **Magic 8 Ball: Talking Oracle** as published by Lustig Fairchild on the Apple App Store, in every form in which it is delivered: the iPhone and iPad app, the Apple Watch app, the Mac and Apple Vision Pro versions, and the App Clip. Where this Licence says "the app", it means all of them.

SECTION 3

Accepting this licence

By downloading, installing or using the app you accept this Licence. If you do not accept it, do not install the app; if you already have, delete it.

If you are under the age at which you can enter into a binding contract where you live, you may use the app only with the consent of a parent or guardian who accepts this Licence on your behalf.

SECTION 4

The licence we grant you

We grant you a **personal, non-exclusive, non-transferable, revocable licence** to use the app on any **Apple-branded products that you own or control**, subject to and in accordance with the **Usage Rules** set out in the Apple Media Services Terms and Conditions, including use by members of your household through Family Sharing where Apple makes that available.

The licence is granted, not sold. We keep all rights we do not expressly grant here.

SECTION 5

What you may not do

You may not, and may not permit anyone else to:

- copy the app, except as the App Store's Usage Rules allow, or as permitted by law;
 - sell, rent, lease, lend, sublicense or otherwise redistribute the app;
 - extract, scrape or republish the prediction and quote library as a dataset, database, feed or competing product;
 - reverse engineer, decompile or disassemble the app, or attempt to derive its source code, **except** so far as applicable law expressly permits despite this restriction — in the European Union, including the rights reserved to you by Articles 5 and 6 of Directive 2009/24/EC;
 - remove, obscure or alter any copyright or other proprietary notice;
 - **present the app's output as a genuine prediction, professional advice, or the result of any real divinatory, scientific or diagnostic process**, to anyone, whether or not for payment;
 - use the app to break the law or to infringe anyone else's rights.
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SECTION 6

Your settings are yours

Your preferences live on your device and nowhere else. We claim no ownership of them, no licence over them, and we never receive them. Deleting the app deletes them.

SECTION 7

Entertainment only — please read this one

The app is a toy. It answers by choosing at random from a list of phrases written by hand, exactly as a physical fortune-telling ball answers by floating one of its faces into a window. It has no knowledge of you, your question, or the future. It cannot have — Section 5 of the Privacy Policy explains that it never even hears the question.

Nothing the app says is advice — not medical, psychological, legal, financial, professional, relationship or safety advice, and not a prediction in any sense that should influence a real decision. It does not know whether you should take the job, make the investment, have the operation, or send the message.

Do not use it to decide anything that matters. If a question is important enough to ask a toy, it is important enough to ask a person qualified to answer it. Where a decision concerns your health, your money, your legal position or anyone's safety, consult a professional.

To the fullest extent permitted by law, **we accept no liability for any decision you take, or do not take, in reliance on anything the app displays or speaks**, or for any loss or damage arising from it.

The quotations shown in Quotes mode are short extracts attributed to the people generally credited with them. Famous quotations are famously misattributed; we correct errors when we learn of them, but we do not warrant that any quotation is correctly attributed, correctly worded, or authentic. Verify one against a primary source before relying on it.

Nothing in this section limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else that cannot lawfully be excluded. See Section 13.

SECTION 8

The app and its content

The app, its design, its source code, its name, its icon, its artwork and sounds, and the predictions written for it in fourteen languages are owned by us or licensed to us, and are protected by copyright and other laws. Every prediction was written by hand for this app, in the language it appears in, rather than machine-translated.

What you may do: use the app freely on your own devices, and share a screenshot or a single answer as any user might.

What you may not do: reproduce the prediction or quote library, in whole or in substantial part, as a dataset, database, feed, app, book, website or product.

SECTION 9

Price and refunds

The app is **free**. There are no subscriptions, no in-app purchases, no advertising and no charges of any kind. If that ever changed it would be in a new version, disclosed before you chose to install it, and never applied retroactively to a version you already have.

Apple distributes the app, not us. Any transaction is with Apple, on Apple's terms. Refund requests are therefore made to Apple through reportaproblem.apple.com and decided by Apple under its own policies. If you are an EU consumer, your statutory right of withdrawal for digital content is likewise exercised through Apple as the seller.

SECTION 10

Updates and changes to the app

We actively develop the app and expect to keep improving it. Updates arrive through the App Store and are covered by this Licence unless an update carries its own terms.

We may add, change or remove features, and we may stop publishing the app altogether — in which case the copy you have installed keeps working for as long as your devices and their operating systems allow.

SECTION 11

Maintenance and support

We are solely responsible for providing any maintenance and support for the app. Apple has no obligation whatsoever to furnish any maintenance or support services in respect of it.

In practice: write to us at the address in Section 21 and we will do our best. We are one person, so we cannot promise a response time, but questions and bug reports are read and answered.

SECTION 12

Warranty

We provide the app with reasonable care and skill. But to the fullest extent permitted by applicable law, and except as expressly stated here, the app is provided **"as is" and "as available"**, without warranties of any kind, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, accuracy or non-infringement. We do not warrant that it will be uninterrupted or error-free.

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 of the app to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app. Any other claims, losses, liabilities, damages, costs or expenses attributable to a failure to conform to a warranty are our responsibility, not Apple's.

If you are a consumer, none of this affects your statutory rights. Consumers in the European Union have rights in respect of digital content under Directive (EU) 2019/770 and their national law, including the right to have non-conforming digital content brought into conformity. Those rights cannot be excluded by contract, and this Licence does not attempt to exclude them.

SECTION 13

Limitation of liability

To the fullest extent permitted by law, we are not liable for indirect or consequential loss, for loss of profit, revenue, business or opportunity, or for loss of or damage to data or other property arising out of or in connection with your use of the app.

Where we are liable, and to the fullest extent permitted by law, our total aggregate liability arising out of or in connection with this Licence is limited to the amount you paid for the app — which, this app being free, may be nothing.

Nothing in this Licence excludes or limits our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; gross negligence or wilful misconduct; or any other liability that cannot lawfully be excluded. If you are a consumer, nothing here limits liability that the mandatory consumer law of your country of residence does not permit us to limit.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of certain damages. Where that is so, the above applies only so far as that jurisdiction permits.

SECTION 14

Product claims and intellectual property claims

We, and not Apple, are responsible for addressing any claims by you or any third party relating to the app or your possession and use of it, including product liability claims, any claim that the app fails to conform to an applicable legal or regulatory requirement, and claims arising under consumer protection, privacy or similar legislation. This Licence does not limit our liability to you beyond what applicable law permits.

In the event of any third party claim that the app or your possession and use of it infringes that third party's intellectual property rights, we, and not Apple, will be solely responsible for the investigation, defence, settlement and discharge of that claim.

SECTION 15

Legal compliance and export

You represent and warrant that you are **not located in a country that is subject to a U.S. Government embargo**, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that **you are not listed on any U.S. Government list of prohibited or restricted parties**. You agree to comply with all applicable export and re-export control laws when using the app.

SECTION 16

Third party terms

You must comply with any applicable third party terms of agreement when using the app. In practice this means Apple's own terms — the Apple Media Services Terms and Conditions — since Apple distributes the app.

SECTION 17

Apple's role, and Apple as third party beneficiary

Apple distributes the app. Apple does not write it, does not endorse it, and is not a party to this Licence.

Apple, and Apple's subsidiaries, are third party beneficiaries of this Licence, and upon your acceptance of it Apple will have the right — and will be deemed to have accepted the right — to enforce this Licence against you as a third party beneficiary of it.

SECTION 18

Term and termination

This Licence takes effect when you first install or use the app and continues until terminated. You may end it at any time by deleting the app. We may end it if you materially breach it, in which case you must stop using the app and delete it.

Sections 6, 7, 8, 12, 13, 14, 17, 19 and 20 survive termination.

SECTION 19

Governing law, your consumer rights, and complaints

This Licence is governed by the law of **Bulgaria**, and the courts of Bulgaria have jurisdiction over disputes arising from it.

If you are a consumer, this does not deprive you of anything. You keep the protection of the mandatory provisions of the law of the country where you habitually reside, and you may bring proceedings in the courts of that country. Where your national law gives you stronger rights than this Licence does, those rights prevail.

If something goes wrong, please write to us first — see Section 21. If we cannot resolve it, EU consumers may seek out-of-court resolution through the alternative dispute resolution body competent in their country; in Bulgaria this is handled through the **Commission for Consumer Protection**, kzp.bg, and consumers elsewhere in the EU can find the right body through the **European Consumer Centres Network (ECC-Net)**. *Note: the European Commission's Online Dispute Resolution platform, which older agreements commonly cite, ceased operating on 20 July 2025 and is no longer available.* We do not commit in advance to any particular ADR body.

SECTION 20

Changes to this licence, and general terms

Changes. We may update this Licence. The version and date at the top identify the current text. A new version applies to app versions released after it and to your continued use after a reasonable opportunity to read it. **Changes are never applied retroactively** to reduce rights you already had in a version you have installed.

Entire agreement. This Licence, with our Privacy Policy and Apple's applicable terms, is the whole agreement between us about the app. Nothing here limits your rights arising from a fraudulent misrepresentation.

Severability. If a court finds any part unenforceable, the rest continues in force. **No waiver.** If we do not enforce a term, that is not a waiver of it. **Assignment.** You may not transfer this Licence; we may, if the app changes hands and your rights are not reduced.

Language. This Licence is written in English. If we publish a translation and the two disagree, the English version governs, except where mandatory law requires otherwise.

SECTION 21

Contact

Lustig Fairchild

Bulgaria, European Union

lustigfairchild@abv.bg

Please put the app's name in the subject line. Support, warranty questions and complaints all come to this address. For matters concerning personal data, see our Privacy Policy, which uses the same address.

SECTION 22

Trademarks

Product names, marks and the names of any toys or games referred to in the app or its store listing are the property of their respective owners, and are used only to describe what the app does.

This app is an independent work. It is not affiliated with, authorised, sponsored, endorsed by, or in any way officially connected with Mattel, Inc., or with any other manufacturer of a physical fortune-telling toy. Any prediction, phrase, artwork or sound in the app was written or made for it.

Lustig Fairchild — End User Licence Agreement for Magic 8 Ball: Talking Oracle. Version 1.0, effective 15 August 2026. Incorporates the minimum terms required of a custom end-user licence agreement by Apple's Instructions for Minimum Terms of Developer's End-User License Agreement. Provided for the information of users of the app; it does not constitute legal advice to any other party.