

BitBuilder Terms of Use

Last updated: 1 January 2027

Effective date: 1 January 2027

These terms are an agreement between you and William Lumley, of New South Wales, Australia ("we", "us" or "our"), the developer of the BitBuilder iPad app ("the App"). They cover your use of the App, BitBuilder Pro, and the optional BitBuilder account. By downloading or using the App, you agree to these terms. If you don't agree, please don't use the App.

Our Privacy Policy explains what data the App collects and how it's handled. You can find it in the App under Settings → Legal, and at <https://getbitbuilder.com/privacy>.

At a glance

- The circuits and chips you build are yours. We never receive them, and we claim no rights over them.
- BitBuilder Pro is a one-time purchase through the App Store. It's not a subscription.
- Refunds are handled by Apple.
- BitBuilder is a learning and design tool. Its simulations are not a guarantee of how real hardware will behave.
- If you're a consumer, nothing in these terms takes away rights you have under consumer law, including the Australian Consumer Law.

1. Who can use BitBuilder

BitBuilder is for adults and students. It is not directed at children under 13, or under 16 in the EEA and UK. If you're under 18, or under the age of majority where you live, you need a parent or guardian to agree to these terms for you.

2. Your licence to use the App

We give you a personal, non-exclusive, non-transferable licence to use the App on any Apple device that you own or control, as allowed by the App Store's usage rules. You can use the App for any lawful purpose, including study, teaching, and work.

You must not:

- copy, sell, rent, lend or redistribute the App itself;
- reverse engineer, decompile or disassemble the App, except to the extent the law allows you to despite this restriction;
- get around, or try to get around, the free-tier limits or the Pro purchase; or
- interfere with, overload or try to gain unauthorised access to the App, its accounts system, or the services it relies on.

3. Your circuits and chips

What you build belongs to you. Your circuits and custom chips are saved as documents on your device, or in the location you choose in the Files app, such as iCloud Drive. We never receive them, and we claim no ownership or licence over them. You can use, share and sell your designs however you like.

Keep your own backups. Because your files are stored where you choose, we can't recover them if they're lost, deleted or damaged. We recommend keeping backups of work you care about.

Files from others. If you open circuit files made by someone else, you're responsible for making sure you have the right to use them.

4. Free features and BitBuilder Pro

Free features. You can use BitBuilder for free, with some limits, including a cap on the number of custom chips you can create.

BitBuilder Pro. BitBuilder Pro is a one-time in-app purchase that removes the custom-chip limit and unlocks the full debugging suite. The price is shown in the App Store before you buy. Apple processes the payment, and your purchase is also governed by Apple's Media Services Terms and Conditions.

Refunds. Apple handles all refund requests. You can ask for one at <https://reportaproblem.apple.com>. This doesn't limit your rights under consumer law (see section 9).

Restoring Pro. You can restore an App Store purchase on your devices with Restore Purchases in the App.

Offer codes. We may give Pro to some people, such as students and educators, through Apple offer codes. Offer codes are subject to Apple's terms, and to any conditions shown when the code is issued.

Future features. We may add new features over time. Some may be included in Pro, and some may be offered separately. We won't remove the core Pro features described at the time you bought Pro (unlimited custom chips and the full debugging suite), except where we must to comply with the law or App Store requirements.

5. Your optional account

You don't need an account to use BitBuilder. An account only lets you carry a BitBuilder Pro purchase across your devices.

If you create one, please give accurate information and keep your sign-in details secure. You're responsible for activity on your account. Tell us at support@getbitbuilder.com if you think someone else has used it.

You can delete your account at any time in the App, under Settings → Account → Delete Account. The Privacy Policy explains what happens to your data when you do.

6. Our intellectual property

We (and our licensors) own the App, including its code, design, built-in components, tutorials, and the BitBuilder name and logo. These terms don't give you any rights to them beyond the licence in section 2. Please don't use the BitBuilder name or logo in a way that suggests we endorse you or your work.

If you send us feedback or suggestions, we can use them without any obligation to you.

7. Changes to the App

We keep working on BitBuilder, so features may change through updates. Updates may be needed to keep using some features, and the App may need a recent version of iPadOS. We may stop offering the App in the future. If we do, the App already on your device will keep working as far as your device and operating system allow, but we can't promise it will get updates or support.

8. Simulations are for learning and design

BitBuilder simulates idealised digital logic. It doesn't model every real-world effect, such as electrical characteristics, timing variations, noise, or component faults. Don't rely on BitBuilder as the only check for real hardware, and especially not for safety-critical systems.

9. Australian Consumer Law and your consumer rights

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Our services also come with guarantees under the Australian Consumer Law that cannot be excluded.

If you live outside Australia, you may have similar rights under the consumer laws of your country. Nothing in these terms excludes, restricts or changes any right or remedy you have under the Australian Consumer Law or any other law that can't be excluded.

10. Disclaimers

Except for the guarantees and rights described in section 9, and to the extent the law allows, the App is provided "as is" and "as available". We don't promise that it will be uninterrupted, error-free, or suitable for any particular purpose, or that it will produce any particular result.

11. Limits on our liability

Nothing in this section limits any liability that the law doesn't allow us to limit, including under the Australian Consumer Law, or for death or personal injury caused by our negligence, or for fraud.

Subject to that, and to the extent the law allows:

- we're not liable for indirect or consequential loss, or for loss of data, profits, revenue or opportunity; and
- our total liability to you for anything relating to the App or these terms is limited to the amount you paid for BitBuilder Pro, or A\$20 if you haven't bought Pro.

12. Ending these terms

You can stop using BitBuilder at any time by deleting the App and, if you have one, your account.

We may suspend or close your account if you seriously or repeatedly break these terms, or if we have to do so by law. Where it's reasonable to do so, we'll tell you first and give you a chance to fix the problem. Closing your account doesn't affect App Store purchases you've made, which you can still restore with Restore Purchases.

Sections 3, 6 and 8 to 16 continue to apply after these terms end.

13. Changes to these terms

We may update these terms from time to time. We'll update the "Last updated" date, and for material changes we'll give notice through the App's release notes or the App Store listing. If you keep using the App after changes take effect, the updated terms apply. Changes won't take away Pro features you've already paid for, except as section 4 allows.

14. Apple

These terms are between you and us, not Apple. We, not Apple, are solely responsible for the App and its content. In addition:

- **Licence.** Your licence to use the App is limited to Apple-branded devices you own or control, as allowed by the Usage Rules in Apple's Media Services Terms and Conditions.
- **Maintenance and support.** We are solely responsible for providing any maintenance and support for the App. Apple has no obligation to do so.
- **Warranty.** If the App fails to meet any applicable warranty, you can notify Apple, and Apple will refund the purchase price (if any) for the App. To the maximum extent the law allows, Apple has no other warranty obligation for the App. Any other claims, losses, liabilities, damages, costs or expenses caused by a failure to meet a warranty are our responsibility, subject to these terms.
- **Product claims.** We, not Apple, are responsible for addressing any claims by you or any third party relating to the App or your possession or use of it. This includes product liability claims, claims that the App fails to meet any legal or regulatory requirement, and claims under consumer protection, privacy or similar laws.
- **Intellectual property claims.** If a third party claims that the App or your possession and use of it infringes their intellectual property rights, we, not Apple, are solely responsible for investigating, defending, settling and discharging that claim.
- **Legal compliance.** You confirm that you are not located in a country subject to a US Government embargo, or designated by the US Government as a "terrorist supporting" country, and that you are not on any US Government list of prohibited or restricted parties.
- **Third-party terms.** You must comply with any applicable third-party terms when using the App.
- **Third-party beneficiary.** Apple and its subsidiaries are third-party beneficiaries of these terms. Once you accept these terms, Apple has the right (and is taken to have accepted the right) to enforce them against you as a third-party beneficiary.

15. Governing law

These terms are governed by the laws of New South Wales, Australia, and disputes will be handled by the courts of New South Wales. If you're a consumer living in another country, you also keep the protection of any mandatory laws of that country, and you may be able to bring a claim in your local courts.

16. General

- If any part of these terms can't be enforced, the rest stays in effect.
- If we don't enforce a right straight away, we haven't given it up.
- You can't transfer your rights under these terms to anyone else. We may transfer ours to someone who takes over BitBuilder, as long as your rights under these terms aren't reduced.
- These terms, together with the Privacy Policy and Apple's Media Services Terms and Conditions, are the whole agreement between you and us about the App.

17. Contact us

For any question about these terms, contact:

William Lumley
New South Wales, Australia
support@getbitbuilder.com