

# Terms & Conditions

**Effective Date:** November 3, 2025

Welcome to Major 9Th Media LLC ("Company," "we," "us," "our") By installing or using the application Rubato Piano Drills Creator (the "app"), as well as any other related products and services that refer to or link to these legal terms (the "Legal Terms"), you agree to the following Terms & Conditions.

## 1. Licensing and Ownership

You are granted a non-exclusive, non-transferable license to use the app for personal, non-commercial purposes. All content, code, and branding remain the intellectual property of Major 9Th Media LLC.

## 2. Mobile Application License

You are granted a revocable, non-exclusive, non-transferable, limited license to install and use the app on devices owned or controlled by you, strictly in accordance with these Terms & Conditions.

You may not:

- Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the app (except as permitted by applicable law)
- Modify, adapt, improve, enhance, translate, or create derivative works from the app
- Reproduce, redistribute, sublicense, or resell the app or any portion of its content

All rights not expressly granted to you are reserved by Major 9Th Media LLC.

## 3. No User Accounts or Personal Data

This app does not require users to create an account, enter personal information, or transmit user-identifiable data. Any references to accounts or user data in these Terms are not applicable to this app.

## 4. Updates

Updates are delivered through the Google Play Store. Users may receive updates automatically depending on their device settings or may need to manually initiate updates. It is the user's responsibility to ensure their device is configured to receive updates and to install the latest version for optimal performance.

## 5. Limitation of Liability

We are not liable for indirect, incidental, or consequential damages arising from the use of the app.

## 6. Disclaimer

This app is provided “as is” without warranties of any kind, express or implied. Major 9Th Media LLC makes no guarantees regarding device compatibility, uninterrupted functionality, or fitness for a particular purpose. Use of the app is at your own risk.

## **7. Indemnification**

You agree to indemnify, defend, and hold harmless Major 9Th Media LLC and its affiliates from any claims, liabilities, damages, losses, or expenses (including reasonable attorney’s fees) arising out of or in connection with your use of the app, violation of these Terms, or infringement of any third-party rights. This includes, but is not limited to, misuse of the app, unauthorized redistribution, or failure to verify device compatibility.

## **8. Dispute Resolution**

We aim to resolve any concerns informally and in good faith. If you have an issue with the app, please contact us directly so we can attempt to resolve it promptly.

If a dispute cannot be resolved informally, it will be settled through binding arbitration rather than in court, except where prohibited by law. The arbitration will be conducted in accordance with the rules of a recognized arbitration body and will take place in Dallas, Texas, USA, unless otherwise agreed.

You agree to waive any right to participate in class actions or class-wide arbitration. Each party will bear its own costs unless otherwise determined by the arbitrator.

By using the app, you acknowledge and accept this dispute resolution process as part of these Terms.

## **9. Modification**

We reserve the right to change, modify, or remove the contents of the app at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our app.

## **10. Corrections**

There may be information on the app that may contain typographical errors, inaccuracies, or omissions, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the app at any time without prior notice.

## **11. Miscellaneous**

These Terms represent the entire agreement between you and Major 9Th Media LLC regarding use of the app. Failure to enforce any provision does not waive our rights. We may assign our rights and obligations at any time. We are not liable for delays or failures caused by events beyond our control.

If any part of these Terms is found unenforceable, the rest remains valid. No partnership, employment, or agency relationship is created by your use of the app. These Terms will not be interpreted against us for having drafted them, and you waive any defenses related to their electronic format or lack of signature.

## **12. Contact Information**

For questions or feedback about our Terms and Conditions, reach out to us at:  
[support@major9thmedia.com](mailto:support@major9thmedia.com)