

# Terms & Conditions

**Effective Date:** November 18, 2025

Welcome to Major 9Th Media LLC ("Company," "we," "us," "our"), the developers of Rubato Piano Drills app. By installing or using the application Rubato Piano Drills (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. Scope of Services

This app provides musical playback and MIDI input interaction. No user accounts, subscriptions, or cloud-based services are offered.

## 2. MIDI Device Requirement

This app requires a compatible external MIDI keyboard device to function as intended. It is the user's sole responsibility to verify that their device supports MIDI input before purchasing and installing the app. No refunds will be issued for failure to confirm device compatibility prior to purchase.

## 3. 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.

## 4. 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.

## 5. No User Accounts or Personal Data

This app does not require users to create an account, enter personal information, or transmit user-identifiable data.

## **6. License Verification and Anti-Tampering**

To protect against unauthorized use and ensure proper licensing, the app periodically connects to Google Play Services. This may occur at various points during usage. The process may involve the transmission of non-personal device metadata. No personal user data is collected, stored, or shared.

The app requires an active internet connection to perform periodic license verification. It is the user's responsibility to ensure their device is connected to the internet during use. Failure to maintain connectivity may result in verification failure and limited or interrupted app functionality.

Availability and performance of this verification service are managed externally and may be subject to interruptions or outages beyond our control. Major 9Th Media LLC is not liable for any delays, failures, or limitations in app functionality resulting from service disruptions or from an inactive internet connection.

## **7. 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.

## **8. Payment and Refunds**

All purchases are final. This app does not offer refunds once installed, including cases where MIDI and device compatibility, and Google Play Services availability in the region were not verified prior to installation.

## **9. Limitation of Liability**

Our maximum liability is limited to the lesser of \$100 or the amount paid by the user for the app. We are not liable for indirect, incidental, or consequential damages arising from the use of the app.

## **10. 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.

This app relies on Google Play Services. Functionality may be limited or unavailable on devices or in regions where Google Play Services are not supported.

Users are responsible for verifying MIDI and device support, and that Google Play Services are available in the region prior to installation. Use of the app is at your own risk.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. Miscellaneous**

These Terms represent the entire agreement between you and Major 9Th Media LLC regarding the 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.

## **16. Contact Information**

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