

Terms of Service for MAKID

Effective Date: May 8, 2024

Welcome to MAKID! These Terms of Service ("Terms") govern your access to and use of MAKID services, including our desktop and mobile applications (collectively, the "Service"), provided by MAKID, Inc. ("MAKID", "we", "us", or "our"). Our Service is designed specifically for music producers, facilitating the management and synchronization of Ableton Live projects, as well as offering premium features such as cloud storage and MP3 playback.

1. Acceptance of Terms

By accessing or using the Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not use our Service.

2. Service Description

MAKID provides a comprehensive solution for music producers:

- Desktop Application: Syncs with your Ableton Live files, displaying project data including tempo, last modification date, and associated bounces for in-app playback.
- Mobile Application: Extends the functionality with cloud storage for exported MP3 audio and immediate playback features. This mobile version is available for both iOS and Android platforms.
- Premium Services: Includes additional features available for a monthly subscription fee.

3. Registration and Account Integrity

You may be required to register and create an account to access certain features of the Service. You agree to provide accurate and complete information and keep this information up to date. You are responsible for maintaining the confidentiality of your account credentials and for all activities

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that occur under your account. You agree to immediately notify us of any unauthorized use of your account.

4. User Content

You retain all rights to the data and content you upload or create using our Service ("User Content"). By uploading User Content, you grant MAKID a worldwide, non-exclusive, royalty-free license to use, reproduce, display, and perform the User Content as required for the operation of the Service. You are solely responsible for the User Content and the consequences of posting or publishing it.

5. Subscription Fees and Payment

Access to premium features requires a subscription. The current subscription fee is \$8.25 per month. Subscriptions automatically renew unless cancelled at least 24 hours before the end of the current period.

6. Prohibited Activities

You are prohibited from using the Service to engage in illegal activities or violate any applicable laws or regulations, or to spread malware, spam, or engage in activities that harm the Service or users.

7. Limitation of Liability

MAKID shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses resulting from your access to or use of or inability to access or use the Service; any conduct or content of any third party on the Service; any content obtained from the Service; and unauthorized access, use, or alteration of your transmissions or content.

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8. Changes to Terms

We reserve the right to modify these Terms at any time. You are advised to review the Terms periodically for any changes. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms.

9. Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

10. Governing Law

These Terms shall be governed and construed in accordance with the laws of California, without regard to its conflict of law provisions.

11. Privacy and Data Protection

We collect and use personal identifiers, project data, and device-specific information solely for the purpose of improving the Service. For detailed information on how we handle user data, please see our Privacy Policy at: <https://www.makidapp.com/privacy-policy.pdf>.

12. Contact Us

If you have any questions about these Terms, please contact us at ericventor97@gmail.com.