

# Theory Gym - Terms & Conditions

Effective Date: January 15, 2026

Provider: Theory Gym

Contact: kobi@doovi.me

## 1) Acceptance of These Terms

By downloading, installing, accessing, or using the App, you agree to these Terms & Conditions (the "Terms"). If you do not agree, do not use the App.

If you use the App on behalf of an organization, you represent that you have authority to bind that organization, and "you" includes the organization.

## 2) What Theory Gym Is

Theory Gym is a practice app for training fast recall of music theory through short drills (for example: intervals, chord spelling, scale spelling, and related exercises), including voice-based exercises where supported by your device.

## 3) Eligibility

Theory Gym is available for use by everyone. The App does not include restricted content, does not require specific language proficiency, and does not impose age-based limitations for access to the App itself.

If you are a minor or otherwise lack legal capacity in your jurisdiction, a parent or guardian should supervise your use and may need to provide consent where required by applicable law (for example, when creating an account or enabling cloud features).

## 4) License and Allowed Use

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial purposes on devices you own or control.

You agree not to:

- Copy, modify, reverse engineer, decompile, or attempt to extract source code except where permitted by law.
- Use the App to violate any law or third-party rights.
- Interfere with the App's security or operation.

## 5) Accounts (If Applicable)

Some features may require creating an account (for example, Sign in with Apple, Google sign-in, or email-based registration, depending on platform availability).

You are responsible for maintaining the confidentiality of your credentials and for all activity under your account.

We may suspend or terminate accounts used in violation of these Terms.

## **6) Account Deletion Requests (72-Hour Commitment)**

You may request deletion of your account at any time.

Upon receiving a valid deletion request (and after verifying the request is made by the account owner or an authorized representative), we will delete your account within 72 hours.

How to request deletion:

- In the App: Settings -> Account -> Delete Account (if available).
- By email: send a request to [kobi@doovi.me](mailto:kobi@doovi.me) from the email address associated with your account (or provide sufficient information for verification).

Limited exceptions:

- We may retain minimal information if required to comply with legal obligations, resolve disputes, enforce agreements, or for fraud/security purposes.
- If system backups exist, deletion from backups may follow the backup lifecycle; however, your account will be treated as deleted and not actively processed.

## **7) Subscriptions, Trials, and Payments (If Applicable)**

If the App offers paid features (subscriptions or one-time purchases), payments are processed by Apple App Store and/or Google Play (the "Stores"), not by us.

Pricing, billing periods, renewal rules, refunds, and cancellations are governed by the Store's terms and your Store account settings.

We do not control and are not responsible for Store billing errors or refund decisions.

## **8) Privacy and Data Handling (High-Level Summary)**

Your privacy matters. This section is a summary; the Privacy Policy provides full details.

No audio storage; on-device processing:

- The App is designed so that your audio is not stored by us and is not recorded or uploaded to our servers.
- Speech recognition and note parsing are performed on-device where supported.
- If any speech recognition capability is provided by your device OS/vendor, their processing (if any) is governed by their policies and your device settings.

No tracking:

- We do not track you across apps or websites for advertising purposes, and we do not build advertising profiles.

Registered-user information:

- We do not sell your personal information.
- We do not share registered-user information with third parties for their marketing/advertising.
- We do not use registered-user information for advertising targeting.

## **9) Accuracy, Scoring, and App Logic Disclaimer**

Theory Gym is an educational/training tool. While we aim for correctness, you acknowledge that the App may occasionally contain mistakes, including in its logic for determining correct answers, scoring, timing, or feedback.

Results and progress metrics may be affected by speech recognition limitations, enharmonic spelling conventions, accent/pronunciation differences, device performance, or background noise.

You are responsible for validating musical information independently if you rely on it for performance, teaching, exams, or professional use.

## **10) No Professional Advice**

The App does not provide professional instruction, certification, or guarantees of musical competence. The App is provided for practice and training purposes only.

## **11) Intellectual Property**

The App, including its software, design, UI, text, branding, and any included content, is owned by Theory Gym or its licensors and is protected by intellectual property laws. You may not use our trademarks without prior written permission.

## **12) User Feedback**

If you submit feedback, suggestions, or ideas, you grant us the right to use them without restriction or compensation, unless prohibited by law.

## **13) Third-Party Services and Links**

The App may rely on third-party services or platform features (e.g., Apple/Google authentication, in-app purchases). We are not responsible for third-party services and their terms/policies apply.

If the App contains links to third-party websites, we do not control them and are not responsible for their content.

## **14) Availability, Updates, and Changes**

We may update the App to improve features, fix bugs, or comply with legal requirements, and we may modify, suspend, or discontinue parts of the App at any time.

We do not guarantee that the App will always be available or error-free.

## **15) Termination**

You may stop using the App at any time. We may suspend or terminate your access if you violate these Terms or if required for security or legal reasons.

Sections that by their nature should survive termination will survive.

## **16) Disclaimers**

To the maximum extent permitted by law, the App is provided "AS IS" and "AS AVAILABLE."

We disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that the App will be accurate, reliable, uninterrupted, or error-free, or that defects will be corrected.

## **17) Limitation of Liability**

To the maximum extent permitted by law, we will not be liable for indirect, incidental, special, consequential, or punitive damages, or for loss of profits, data, goodwill, or other intangible losses.

Our total liability for any claim relating to the App will not exceed the amount you paid (if any) for the App in the 12 months before the event giving rise to the claim, or USD \$10 if you paid nothing.

Some jurisdictions do not allow certain limitations; in that case, liability is limited to the minimum permitted by law.

## **18) Indemnification**

You agree to indemnify and hold harmless Theory Gym from claims arising out of your misuse of the App, violation of these Terms, or violation of any law or third-party rights.

## **19) Governing Law and Dispute Resolution**

These Terms are governed by the laws of State of Israel, without regard to conflict-of-law principles.

Courts located in Tel Aviv-Yafo, Israel will have exclusive jurisdiction, unless mandatory consumer protection laws in your jurisdiction provide otherwise.

## **20) Changes to These Terms**

We may update these Terms from time to time. If we make material changes, we will provide notice within the App or via the Stores, where feasible. Continued use after changes means you accept the updated Terms.

## **21) Contact**

Questions about these Terms can be sent to: [kobi@doovi.me](mailto:kobi@doovi.me).

### **Apple-Specific Notice (Recommended for iOS Distribution)**

If you access the App via iOS, Apple is not responsible for the App, its content, maintenance, or support. Apple is a third-party beneficiary of these Terms and may enforce them against you.