

Mobile Spy's Privacy and X

www.mobile-spy.com/legal.html

**MOBILE SPY**  
SMARTPHONE MONITORING SOFTWARE

Smartphone & Tablet Monitoring  
Child and Employee Monitoring Software

HOME FEATURES PURCHASE COMPATIBILITY AFFILIATES SUPPORT LOGIN

**Policies**  
Legal Policies for Mobile Spy

LIVE DEMO  
How It Works Purchase  
iPhone ANDROID BlackBerry ...more

All users of Mobile Spy are required to accept all the terms and conditions outlined on this page along with the **User Legal Agreement** when creating your account and upon purchase.

## LEGAL POLICIES

### PRIVACY POLICY

It is company policy that our customer databases remain confidential and private. We have not, will not, and won't ever sell names to "spammers" or other parties who would like to use our databases to advertise or solicit their products or services. Mobile Spy does not collect any information from your phone other than the information required for the product's successful operation. Your private information is safe with us.

### COOKIES

Mobile-Spy.com uses cookies provided by third parties which allows us to deliver customized marketing to our visitors based on their site usage and avoid delivering irrelevant marketing to visitors.

- ✓ **Google Analytics:** allows us to understand how people interact with the Site, and help us to optimize Site performance, usability and users' experience.
- ✓ **Google Adwords:** allow us to deliver targeted information to users who look for our Service.
- ✓ **Retargeter:** used to deliver relevant and targeted ads to visitors of our Site by Google, across various Internet web sites.
- ✓ **FastSpring:** allows us to track which affiliate referred a visitor.

**Controlling cookies:** You can opt out of cookies at Google Ads Preferences Manager.

**AUTOMATIC LICENSE RENEWAL**

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### AUTOMATIC LICENSE RENEWAL

At the point where you made your Mobile Spy purchase and selected Automatic Renewal, you hereby agree that you will be automatically billed upon the end of your license interval that you selected:

- ✓ **Quarterly: every three (3) months**
- ✓ **Semi-Annually: every six (6) months**
- ✓ **Annually: every twelve (12) months**

If at any time, you can cancel your license plan. When this occurs, your automatic billing license plan will be terminated and your Mobile Spy account will be disabled effective immediately. Please be aware that once you enter a new license plan billing cycle, refunds will not be given for that new time period.

### CANCELING YOUR AUTOMATIC LICENSE RENEWAL

To cancel your automatic license plan renewal, please contact Retina-X Studios by either submitting a support ticket at the at the Retina-X Studios [Helpdesk](#) or by chatting live with a support agent on the [support page](#).

Please be aware that when you cancel your automatic license plan renewal, your Mobile Spy account will be disabled at that time from further use. It is recommended once you cancel your billing license plan to remove Mobile Spy from all devices associated with your account.

### REFUND POLICY

As with all competitors, we do not issue refunds for simply changing your mind. If you experience technical issues with our software, we will work with you to resolve these issues in a timely manner. If these issues cannot be resolved in a timely manner, a refund of the purchase price will be issued if the software is proven defective. We reserve the right to refund an order and discontinue support and service if you are threatening us or we determine you are using the service for disallowed purposes.

### ALLOWED USES POLICY

Mobile Spy is designed only to be used to monitor your underage child or employee. Retina-X Studios defines each as:

- ✓ **Child: Your own legal child that is under the legal age of 18 (as defined by US law). The child must be monitored using a compatible phone that you own. You cannot monitor a child if you hold one of the following relationships:**
  - ✓ **Brother / Sister**
  - ✓ **Step-Brother / Step-Sister**
  - ✓ **Step-Father / Step-Mother**

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- ✓ **Step-Father / Step-Mother**
- ✓ **Aunt / Uncle Cousin / Nephew**
- ✓ **Grandfather / Grandmother**
- ✓ **Great-Grandfather / Great-Grandmother**
- ✓ **Employee: Your employee at a company you own OR an employee at the same company as you and you have managerial responsibilities for. The employee must be monitored using a compatible phone owned by the company and issued to the employee under your company's policies regarding company phones. The employee must give consent and be notified they are being monitored before monitoring can begin.**

Mobile Spy cannot be used to monitor any other individuals (such as a spouse, friend, significant other, parolee, probationer, etc.). This would violate the terms you agreed to at the point of purchase and be subject to immediate termination without reimbursement.

**OTHER POLICIES**

You agree that you will comply fully with all relevant export laws and regulations applicable to you, including, without limitation, the U.S. Export Administration Regulations if you are a resident of the United States (collectively referred herein as 'Export Controls'). Without limiting the generality of the foregoing, you will not, and you will require your representatives not to, export, direct or transfer the Software, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

If you are entering into this Agreement on behalf of any agency or instrumentality of the United States Government, the Software is 'commercial computer software' and 'commercial computer software documentation' and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Software are governed by the terms of this Agreement.

You agree that you will not (1) intercept, examine or otherwise observe any proprietary communications protocol used by the Software, whether through the use of a network analyzer, sniffer or other program or device; or (2) use any type of virus, clock, timer, counter, worm, bot, spider, software lock, drop dead device, Trojan-horse routing, trap door, time bomb or any other codes, instructions or third-party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, the Software.

You must be at least 18 years of age to purchase any of our products. You agree that you will not allow any other party to register your account, install or use the software or account login. The account email registered to the account must match the account email used during purchase.

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account must match the account email used during purchase.

Customers are made aware by the documentation on this web site that, as the owner of the phone to be monitored, unrestricted physical access to the phone to be monitored is required. Unrestricted physical access is defined as:

- ✓ **Customer has access to the device while the device is in their hands.**
- ✓ **Customer has all passwords, pass codes, lock screen codes, etc. to unlock the device to gain access.**

If a customer purchases this software and does not have unrestricted physical access to the phone to be monitored, refunds will not be issued due to this situation.

As it pertains to jailbreaking an iPhone and/or iPad, Retina-X Studios is not responsible for this process or assisting in this process as it is not a Retina-X Studios product or service. The **Compatibility** page on this web site clearly outlines that all iPhones and/or iPads must be jailbroken prior to installation and also, at the point of purchase, the customer agrees to this requirement. It is the customer's responsibility to jailbreak their iPhone or iPad on their own prior to purchasing the software. Refunds will not be issued to any customer who is either unable or unwilling to jailbreak their iPhone and/or iPad.

Also, refunds will not be given for any incompatibility issues. Incompatibility situations would include:

- ✓ **The phone to be monitored is running an operating system version that is not supported outlined on this web site's Compatibility page.**
- ✓ **A customer chooses (at their own discretion) to upgrade the phone they wish to monitor and the new desired phone to be monitored is running an operating system version that is not supported outlined on this web site's Compatibility page.**
- ✓ **The customer's underage child / employee upgrades the operating system version on their phone (irrespective to the owner's wishes) to an operating system version that is not supported outlined on this web site's Compatibility page.**

The **Compatibility** page in this web site outlines all of the compatible operating systems and versions the program supports so that proposed customers thinking of purchasing Mobile Spy will know which phone models and operating system versions are compatible prior to purchase.

Refunds are not issued if your child or employee performs a complete reset of the device that will, in turn, remove all installed software from the device including this monitoring software. If your child/employee performs a device

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all installed software from the device including this monitoring software. If your child/employee performs a device reset, it is your responsibility to gain access to the device to reinstall our software in order to continue to monitor that individual's activities. As stated previously, it is your responsibility to alert your underage child or employee using a company-issued device that you are monitoring their activities.

Any customer who claims that their purchase was made in error or submitted fraudulent information will forfeit their right to any refund and will be held liable for all charges for the transaction. Our web site has built-in safeguards to prevent one-click purchasing by mistake. Also, if you feel someone has made the purchase using your information, Retina-X Studios requests you contact your bank to submit a fraudulent charge alert so that the bank can contact the appropriate parties to have it resolved.

Please be aware that once you enter a new license plan billing cycle, refunds will not be given for that new time period. If you wish not to renew, please contact us well in advance of the renewal date so that the account can be de-activated and no new charges will incur. It is the customer's responsibility to keep information on their license plan periods.

As it pertains to the program's icon, the icon and notifications cannot be hidden or disabled. The program is not a hidden program but instead a monitoring software meant for legitimate monitoring by parents or employers. Refunds will not be given regarding these safeguards.

Please be aware that all refunds result in immediate discontinuation of services and support.

All sales are final.

**TRIAL**

The price after the trial period is 49.97 USD. If you do not want to continue using this product/service, you can cancel the new subscription purchase before the trial ends and you will not be charged (we will email you 5 days before the trial ends to remind you). Otherwise, you will automatically be charged 49.97 USD to continue using the product/service without interruption.

**DISCLAIMER**

All our products are distributed and licensed on an "as is" basis and no warranties or guarantees of any kind are promised by Mobile Spy as to their performance, reliability or suitability to any given task. In no event shall Mobile Spy be liable for any loss of data or ANY DAMAGES OF ANY KIND, financial, physical, emotional or other, which might arise from its use.

It is a federal and state offense in most countries to install monitoring/surveillance software onto a phone which you do not own or have proper authorization to install. It may also be an offense in your jurisdiction to monitor the activities of other individuals. Check all state, federal and local laws before installing any Cell Phone Monitoring Software such as Mobile Spy. You must always notify a person they are being monitored. Federal or local law governs the use of some types of software; it is responsibility of the user to follow such laws.

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governs the use of some types of software, it is responsibility of the user to follow such laws.

**AGREEMENT**

By installing, running, or using Mobile Spy you agree to the above Policies. In addition you agree that you will follow the Mobile Spy Policies at all times when using Mobile Spy. Failure to comply with our policies will result in the account being terminated without warning.

**SOFTWARE END USER LICENSE AGREEMENT (EULA)**

The smartphone/tablet software, artwork, music, and other components included in this product (collectively referred to herein as the "Software") are the copyrighted property of Retina-X Studios, LLC and its licensors (collectively referred to as "REX"). The Software is licensed (not sold) to you, and REX owns all copyright, trade secret, patent and other proprietary rights in the Software. You may use the Software on a single smartphone. You may not: (1) copy (other than once for back-up purposes), distribute, rent, lease or sublicense all or any portion of the Software; (2) modify or prepare derivative works of the Software; (3) transmit the Software over a network, by telephone or electronically using any means, except in the course of your network multi player play of the Software over authorized networks; (4) reverse engineer, decompile or disassemble the Software. You may transfer the Software, but only if the recipient agrees to accept the terms and conditions of this Agreement. If you transfer the Software, you must transfer all components and documentation and erase any copies residing on computer equipment. Your license is automatically terminated if you transfer the Software.

You expressly acknowledge and agree that use of the Software is at your sole risk. Except for the limited ninety (90) day warranty on the media set forth below, it is the user's responsibility to stop programs which might block Mobile Spy on the phone, should this situation arise. Due to the fact that the software is a digital good and registration information can not be reclaimed, we do not give refunds for simply changing your mind. All sales are final. License period starts at time of purchase. Logs older than thirty days are subject to automatic deletion.

REX warrants to the original consumer purchaser that the digital media furnished in this product will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase (as evidenced by your receipt). If the digital media furnished in this product proves to be defective, and provided that the original consumer purchaser returns the media to REX in accordance with the instructions in this paragraph, REX will replace the defective digital media free of charge to the consumer purchaser, if the digital media proves to be defective within the ninety (90) day period following the date of purchase.

Terms are subject to change at any time.

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**DEVICE REQUIREMENTS**  
Any compatible Android, iPhone or BlackBerry based smartphone or tablet including many models by Apple, Samsung, HTC, more

3 Months  
\$ 49.97

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