

Legal Policies | User Account X

www.phonesheriff.com/legal.html#privacy

Legal Terms and 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. PhoneSheriff does not collect any information from your device other than the information required for the product's successful operation. Your private information is safe with us.

AUTOMATIC LICENSE RENEWAL

REFUND POLICY (PHONESHERIFF)

ALLOWED USES POLICY

OTHER POLICIES

DISCLAIMER

USAGE AGREEMENT

SOFTWARE END USER LICENSE AGREEMENT (EULA)

[Help](#)

Legal Policies | User Account X

www.phonesheriff.com/legal.html

Legal Terms and Policies

- PRIVACY POLICY
- AUTOMATIC LICENSE RENEWAL
- REFUND POLICY (PHONESHERIFF)
- ALLOWED USES POLICY
- TERMS OF SERVICE

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

Bi-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 PhoneSheriff account will be disabled effective immediately.

CANCELING YOUR AUTOMATIC LICENSE RENEWAL

To cancel your automatic license plan renewal, please contact Retina-X Studios by submitting a support ticket at the Retina-X Studios Helpdesk.

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

Legal Policies | User Account X

www.phonesheriff.com/legal.html

Legal Terms and Policies

- PRIVACY POLICY
- AUTOMATIC LICENSE RENEWAL
- REFUND POLICY (PHONESHERIFF)

If any issues cannot be resolved in a timely manner, a refund of the purchase price will be issued if the software is proven defective. Any other refund or returned order (except where not allowed) is subject to a 10% payment processing fee. 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. Customers are made aware by the documentation on this website that, as the owner of the device to be monitored, unrestricted physical access to the device 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 device 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 website 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 device to be monitored is running an operating system version that is not supported outlined on this website's Compatibility page.
- A customer chooses (at their own discretion) to upgrade the device they wish to monitor and the new desired device to be monitored is running an operating system version that is not supported outlined on this website's Compatibility page.
- The customer's underage child upgrades the operating system version on the device (irrespective to the owner's wishes) to an operating system version that is not supported outlined on this website's Compatibility page.

The Compatibility page in this website outlines all of the compatible operating systems and versions the program supports so that proposed customers thinking of purchasing the PhoneSheriff software will know which device models and operating system versions are compatible prior to purchase.

Help

Legal Policies | User Account X

www.phonesheriff.com/legal.html

Legal Terms and Policies

- PRIVACY POLICY
- AUTOMATIC LICENSE RENEWAL
- REFUND POLICY (PHONESHERIFF)
- ALLOWED USES POLICY

PhoneSheriff is designed only to be used to monitor your child. Retina-X Studios defines this 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 device 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
 - Aunt / Uncle
 - Cousin / Nephew
 - Grandfather / Grandmother
 - Great-Grandfather / Great-Grandmother

PhoneSheriff 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
- DISCLAIMER
- USAGE AGREEMENT
- SOFTWARE END USER LICENSE AGREEMENT (EULA)

Help

Legal Policies | User Account X

www.phonesheriff.com/legal.html

Legal Terms and Policies

- PRIVACY POLICY
- AUTOMATIC LICENSE RENEWAL
- REFUND POLICY (PHONESHERIFF)
- ALLOWED USES POLICY
- 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.

- DISCLAIMER
- USAGE AGREEMENT
- SOFTWARE END USER LICENSE AGREEMENT (EULA)

Help

Legal Policies | User Account X

www.phonesheriff.com/legal.html

Legal Terms and Policies

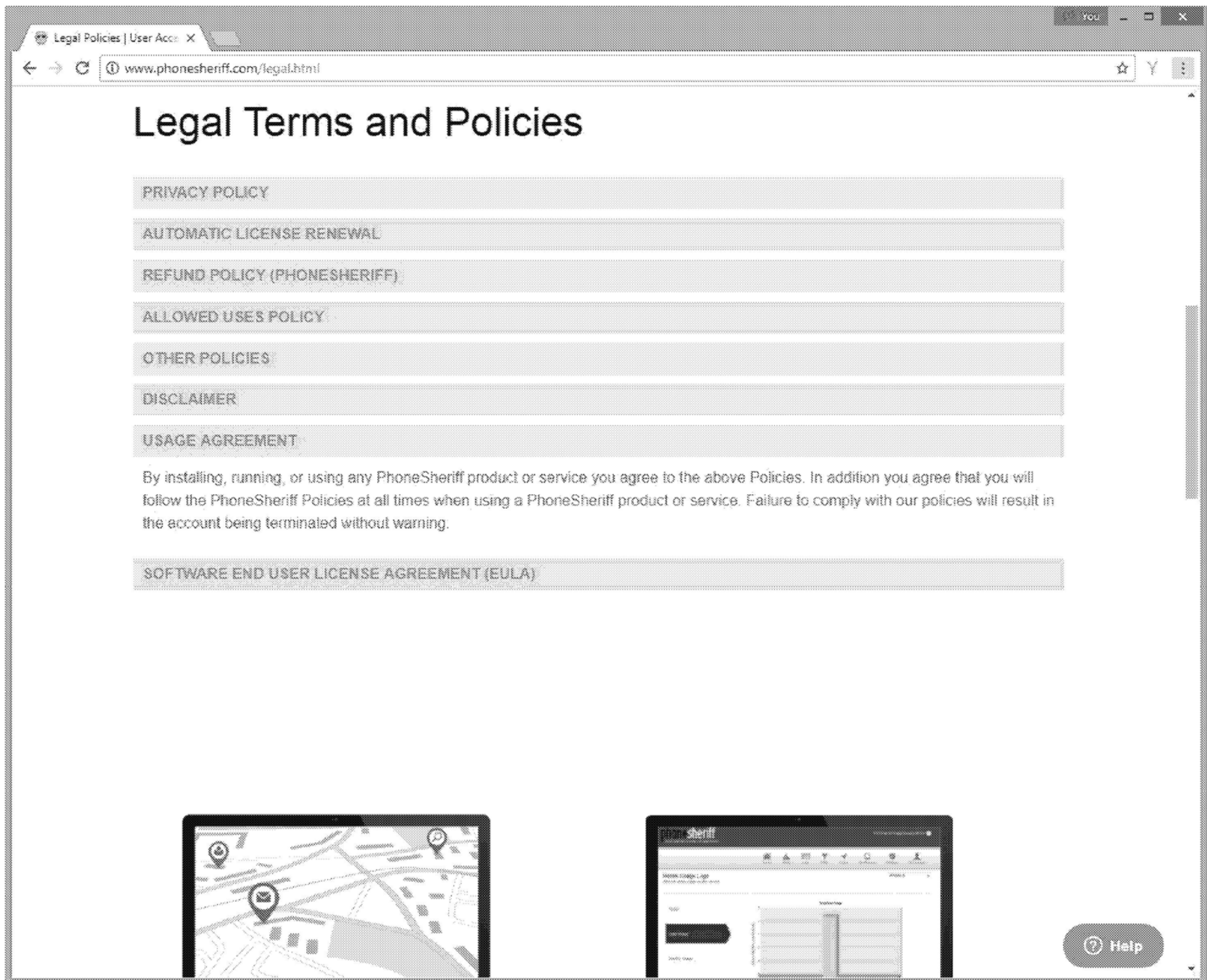
- PRIVACY POLICY
- AUTOMATIC LICENSE RENEWAL
- REFUND POLICY (PHONESHERIFF)
- ALLOWED USES POLICY
- OTHER POLICIES
- DISCLAIMER

All our products are distributed and licensed on an "as is" basis and no warranties or guarantees of any kind are promised by PhoneSheriff as to their performance, reliability or suitability to any given task. In no event shall PhoneSheriff be liable for any loss of information 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 software onto a device 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 if they are not your child. Check all state, federal and local laws before installing any monitoring software such as PhoneSheriff. Federal or local law governs the use of some types of software; it is responsibility of the user to follow such laws.

- USAGE AGREEMENT
- SOFTWARE END USER LICENSE AGREEMENT (EULA)

Help



The screenshot shows a web browser window with the address bar displaying "www.phonesheriff.com/legal.html". The page title is "Legal Policies | User Account". The main heading is "Legal Terms and Policies". Below the heading is a list of policy links: "PRIVACY POLICY", "AUTOMATIC LICENSE RENEWAL", "REFUND POLICY (PHONESHERIFF)", "ALLOWED USES POLICY", "OTHER POLICIES", "DISCLAIMER", "USAGE AGREEMENT", and "SOFTWARE END USER LICENSE AGREEMENT (EULA)". A paragraph of text states: "By installing, running, or using any PhoneSheriff product or service you agree to the above Policies. In addition you agree that you will follow the PhoneSheriff Policies at all times when using a PhoneSheriff product or service. Failure to comply with our policies will result in the account being terminated without warning." At the bottom of the page, there are two images: a tablet displaying a map with location pins, and a laptop displaying the PhoneSheriff software interface. A "Help" button is located in the bottom right corner.

Legal Policies | User Account X

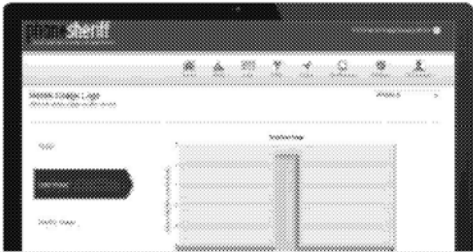

www.phonesheriff.com/legal.html

Legal Terms and Policies

- PRIVACY POLICY
- AUTOMATIC LICENSE RENEWAL
- REFUND POLICY (PHONESHERIFF)
- ALLOWED USES POLICY
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Help

Legal Policies | User Account X

www.phonesheriff.com/legal.html

USAGE AGREEMENT

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 PhoneSheriff.com 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 computer. 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 installation 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 (90) day warranty on the media set forth below. While PhoneSheriff remains undetected by any known software, it is the user's responsibility to stop programs which might block PhoneSheriff on the device, should this situation arise. Due to the fact that the software is a digital good and registration information cannot be reclaimed, no refunds can be issued and all sales are final. All logs are stored inside your account for a minimum of 30 days. Logs older than 30 days are subject to deletion during maintenance of the server.

REX warrants to the original consumer purchaser that the 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 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 media: (a) free of charge to the consumer purchaser, if the media proves to be defective within the ninety (90) day period following the date of purchase, and (b) for a fee of \$8.00 per Compact Disc, if the media proves to be defective after the expiration of the ninety (90) day warranty period.

To obtain a replacement CD, please return the CD only, postage prepaid, to REX, at the address below, accompanied by proof of date of purchase, a description of the defect, and your name and return address, as well as a check for \$8.00 per CD if after expiration of the warranty period. REX will mail a replacement to you.

Terms are subject to change at any time.

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Help