



**SELFIECOP**

**TERMS OF USE**

## Version control

Action/Comment	Date
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# Preamble

Terms of Use is the agreement that describes what you can (and cannot) use our App for.

We have made special effort to make these Terms of Use easy to understand.

Please read them, especially if your child is under 13 years of age.

# Introduction

SelfieCop protects children by deterring unsafe behaviour.

SelfieCop works by sending a copy of every photo or video taken on a child's smartphone or tablet to his/her parent or guardian.

SelfieCop causes children to **stop-and-think**: *'Do I really want mum & dad to see me like this?'*

Over time this discipline can teach kids better rules-of-the-road for smartphone use.

SelfieCop is best for children & young teens

SelfieCop is best suited for children and teenagers aged up to about **+/-16 years**.

Children and young teenagers have a low expectation of privacy and commonly tolerate intrusion (albeit noisily) by adults into their privacy.

In addition, children and young teenagers are in their formative years.

SelfieCop has a greater chance of influencing their long-term behaviour and teaching them good habits about the use of technology.

Older teenagers are different

SelfieCop can legitimately be installed on the phone or tablet of any child aged up to 18 years of age by their parent or legal guardian.

However, older teens have a much greater expectation of privacy than younger children. Many may be **unwilling** to tolerate the level of intrusion that SelfieCop demands.

If you insist on installing SelfieCop onto the phone or tablet of an older teenager, you should speak to your child first. Begin by explaining the benefits of SelfieCop and then discuss any concerns they may have.

Always tell your child that SelfieCop is installed

No matter how young or old a child is, if you install SelfieCop on their phone or tablet you must always tell them that it is there and explain what it does.

Remember, the aim is not to spy on your kids or embarrass them.

The aim is **deter** unsafe behaviour by making sure they know you can see all their photos and videos.

Finally, remember to uninstall SelfieCop from the phone or tablet of anyone who turns 18.

You have no right to view photos or videos created by another adult without their permission - even if he or she is your child.

# How SelfieCop works

SelfieCop comes to life every time a photo or video is captured by the camera on your child's phone or tablet.

This includes when the camera is used via other Apps, such as taking a photo with Facebook or Snapchat.

This is what happens.

## **Step 1**

Once a new photo is detected, SelfieCop makes a reduced file size copy of it (called a 'thumbnail') and then stores this image on your child's device.

If a new video is detected, SelfieCop takes a sample image from the recording and then treats it in the same way as a thumbnail.

## **Step 2**

Once a thumbnail has been saved, SelfieCop connects your child's device to our servers over the internet.

## **Step 3**

The image is then uploaded.

You should be aware that the connection between your child's device and our servers is fully encrypted.

This means that even if someone could eavesdrop on it, they would be unable to unscramble any images.

In addition, our servers are hosted in a secure facility and guarded with robust protection. Access is heavily restricted.

## **Step 4**

As soon as a new image has been uploaded to our servers, SelfieCop matches the origin of the image (your child) to the right destination email address (you).

## **Step 5**

The image is then sent to you. Again, this is fully encrypted.

You should note that it usually takes only a few seconds for an email to appear in your inbox after your child has taken a new photo or video.

### **Step 6**

As soon as an image has been emailed, all traces of it are immediately deleted from our servers. This happens a fraction of a second after the image has been sent. We never deliberately store or back-up images.

All image transactions occur automatically. This means that no-one at SelfieCop - or indeed anyone else - sees any images.

Only you (the parent) and your child see your images.

# Our obligations to you & the law

The privacy of your child is our **number one** concern.

Nothing is more important to us. That is why we made this app!

Our obligation is to protect all images transmitted by SelfieCop. To that end, we will always follow best security practice and be in full compliance with the law.

In particular this includes **privacy and data protection**. For more about this, please read our policy as regards [Privacy & Data Protection](#).

# Your obligations to the law

SelfieCop is a very intrusive service.

You must use it with care, discretion and respect - and most importantly you must use it within the terms of the law.

All the legal 'Terms of Use' for SelfieCop are described below.

Your main obligation is to ensure you have the **legal right** to monitor the photos or videos of another person.

**In short, by using SelfieCop you agree to only ever install it onto the phone or tablet of your own child, or a child for whom you are the legal guardian.**

Please also make sure to set a private destination email address that only YOU have access to.

**By using SelfieCop you further agree that you will NEVER install it onto the phone or tablet of anyone for whom you are not the parent or legal guardian.**

This includes friends, siblings, spouses, boyfriends, girlfriends, mistresses, etc. Such an action may be illegal and result in criminal proceedings.

We at SelfieCop will **not tolerate** misuse of our service.

We will disable accounts that are proven to be a misuse.

We may also report such misuse to the police.

# SelfieCop is a not a 'cure all'

SelfieCop is not a total-solution to unsafe behaviour. It is a tool.

Do not expect SelfieCop to completely protect your child from sexting or other dangers.

It is your responsibility to **manually check** that SelfieCop is functional and that your child is using their phone sensibly.

In addition, although all our connections and servers are encrypted and secure - there is nothing we can do if you do not treat images that are sent to you with discretion.

As such, please remember:

Select a private email address for SelfieCop that only you have access to.

- NEVER use a work email or general access email.
- If necessary, create a new email address, e.g. using Gmail.
- If you do receive an indiscreet image from your child's phone or tablet, NEVER forward it to anyone.

Remember, your aim is to prevent such images being circulated. Read our advice about how to deal with instances of sex-ting.

In general, you should always **DELETE** such images, unless you believe they may be required for legal reasons.

# Terms of Use Introduction

The following are the terms and conditions of our service.

By downloading, accessing or using our mobile applications or website<sup>1</sup>, or any other products or services of SelfieCop or our affiliates<sup>2</sup>, you agree to be bound by these Terms.

(1 = collectively, the "Services") (2 = "SelfieCop", "we" or "us")

## **SelfieCop includes the following services:**

- **SelfieCop:** This is our core app. This app sends a copy of every photo and video created by the device onto which SelfieCop is installed to an email address specified at setup. This app also includes an 'App Lock' feature that prevents SelfieCop or any other apps being interfered with or uninstalled without permission. App Lock also curtails access to a phone/tablet's settings.
- **SelfieCop website:** This website describes our services.
- **SelfieCop on Twitter:** This is used to communicate with our audience.
- **SelfieCop on Facebook:** This is used to communicate with our audience.
- **SelfieCop on YouTube:** This is used to communicate with our audience.
- **Other:** SelfieCop may adopt other services for incidental or permanent use.

If you do not agree to these Terms, do not use our Services.

We may change these Terms of Use

We may change or modify these Terms at any time and at our sole discretion.

If we make changes to these Terms, we will inform you of such changes.

This may include by:

- Sending you a notification
- Posting a notice on our website

- Posting a notice on Twitter or Facebook
- By updating this page

We will endeavour to make such notices as clear as possible.

But please remember, your continued use of our service confirms that you accept any revised Terms.

We encourage you to keep in contact with us to ensure you understand all terms and conditions.

If you do not agree to any amended Terms, **stop using our Services** and delete SelfieCop.

# Check your permission to use SelfieCop

**This is VERY important. By installing SelfieCop on the phone or tablet of a minor, you affirm that:**

- **You are more than 18 years of age OR an emancipated minor**
- **AND you possess legal parental or guardian consent of that minor.**

You also affirm that:

- You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
- And you are fully able and competent to abide by and comply with these Terms.

You further affirm that:

- You will never install SelfieCop on the phone or tablet of any minor for whom you do not possess legal parental or guardian consent.
- (Any instances of such installation will be immediately terminated and may be reported to the police.)
- You will never install SelfieCop on the phone or tablet of any other person without their consent.

Any instances of such installation will be immediately terminated and may be reported to the police.

Finally, you affirm that:

- You have not been previously barred from our services.
- We may, in our sole discretion, refuse to offer the Services to any person or entity.
- We may, without notice and in our sole discretion, terminate your right to use SelfieCop, or any portion of thereof, and block or prevent your future access to and use of the Services or any portion thereof.

# We collect data about SelfieCop

By using the SelfieCop application you agree to let SelfieCop collect information about the usage of the application. A complete description is available in our Privacy and Data Protection Policy.

SelfieCop detects 'User Content'

Our Service consist of features that allows SelfieCop to detect, copy, transmit and/or store content such as photos & videos, graphics, items or other materials on the installed device<sup>3</sup>.

(<sup>3</sup> = collectively called "User Content")

- **All ownership rights to User Content remain with you, i.e. the owner of the installed device.**
- You agree that the owner of the installed device is solely responsible for User Content and that SelfieCop is not responsible or liable for any User Content.
- You agree to abide by our guidelines, which may be updated from time to time.

Notwithstanding our security systems, you understand that User Content may be viewable by others. For more information read our [Privacy and Data Protection Policy](#).

We reserve the right delete User Content at any time and for any reason.

# We welcome (but don't pay for) feedback

We really want to hear your opinions about SelfieCop.

You agree that any feedback, suggestions, ideas or other information or materials regarding SelfieCop or the Services that you provide, whether by email or otherwise<sup>4</sup>, are non-confidential and shall become the sole property of SelfieCop.

(4 = known as "Feedback")

We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You waive any rights you may have to the Feedback (including any copyrights or moral rights).

Please do **not** share your ideas with us if you expect to be paid or want to continue to own or claim rights in them.

# We own some SelfieCop content

Unless otherwise stated, all materials contained on or within the Services, including, but not limited to text, graphics, images, code, illustrations, designs, icons, photographs, and written and other materials<sup>5</sup>, as well as their selection and arrangement, are protected by copyright, trademark, trade dress, patent, and/or other intellectual property laws, and unauthorized use of SelfieCop Content may violate such laws and these Terms.

(<sup>5</sup> = collectively known as "SelfieCop Content")

Except as expressly provided in these Terms, SelfieCop does not grant any express or implied rights to use SelfieCop Content.

You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, SelfieCop Content, the Services or any related software, except as expressly stated in these Terms.

# The licence we give you to use SelfieCop

You are hereby granted a limited, nonexclusive, non-sublicensable license to access and use the Services and SelfieCop Content.

This license is revocable at any time.

- This license is subject to these Terms and does not include:
- The distribution, public performance or public display of SelfieCop Content.
- Modifying or otherwise making any derivative uses of the Services or SelfieCop Content, or any portion thereof.
- Use of any scraping, data mining, robots or similar data gathering or extraction methods.
- Downloading (other than page caching) any portion of the Services, SelfieCop Content or any information contained therein, except as expressly permitted on the Services.
- Accessing the SelfieCop API with an unauthorized or third-party client.
- Any use of the Services or SelfieCop Content other than for their intended purposes.
- Any use of the Services or SelfieCop Content other than as specifically authorized in these Terms, without the prior written permission of SelfieCop, is strictly prohibited and will terminate the license to use SelfieCop granted in these Terms.

## Activities that we prohibit & will not tolerate

In addition to other restrictions outlined in these Terms, you agree that you will not:

- Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms.
- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could

damage, disable, overburden or impair the functioning of the Services in any manner.

- Compromise the security of the Services.
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data.
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services.
- Use or attempt to use another user's account without authorization.
- Attempt to circumvent any content filtering techniques we employ, or attempt to access areas/features of the Services that you are not authorized to access.
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so.
- Engage in any harassing, intimidating, predatory or stalking conduct.
- Impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity.
- Violate the publicity, privacy or data protection rights of others.
- Infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your SelfieCop account, a SelfieCop username, without SelfieCop's prior written consent.
- Develop any third-party applications that interact with User Content or the Services without our prior written consent.
- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

- You further agree to abide by any third-party terms that apply when posting reviews of SelfieCop, including the iTunes App Store Terms of Service and/or the Android Market Terms of Service.

# Your responsibilities for your account

After installing SelfieCop, you (the parent or legal guardian of the owner of the installed device) accept responsibility for any consequences that occur.

- You are responsible for making sure you specify a private destination email address.
- You are responsible for making sure you keep your password secure and safe.
- You agree that you will not share your email or password with others or do anything that might jeopardize the security of your account.
- Note: you may enter a mobile number into SelfieCop in order to receive daily notifications about photo and video activity on the installed device. Please be aware that carrier's text messaging fees apply for notifications.

# SelfieCop may change or discontinue

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice.

You agree that we will not be liable for any modification, suspension or discontinuance of the Services or any part thereof.

# A legal disclaimer

The services and the SelfieCop content are provided "as is" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

In addition, while SelfieCop attempts to provide a good user experience, we cannot and do not represent or warrant that the services will always be secure or error-free or that the services will always function without delays, disruptions or imperfections.

# For users internationally

SelfieCop operates from and is based in **Ireland**.

However, information collected by SelfieCop is stored and processed by our internet service provider (ISP) [Liquid Web](#) in the **United States of America**.

By accessing or using our Services or otherwise providing information to us, you consent to the processing and transfer of your information to the US.

EU citizens should note that Liquid Web has confirmed to us that it adheres to the [Safe Harbor agreement between the US and EU](#).

Read more about our [data protection and privacy policy](#).

# What happens if disputes occur

## 1) Indemnification

By agreeing to these Terms you agree to indemnify, defend and hold harmless SelfieCop, our managing members, employees, affiliates, licensors and suppliers (the "SelfieCop Parties") from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to

- (a) your use of the Services;
- (b) any User Content you distribute, store or otherwise transmit through the Services;
- (c) your violation of these Terms; or
- (d) your violation of the rights of another.

## 2) Limitation of Liability

Except where prohibited by law, in no event will SelfieCop or the SelfieCop Parties be liable for any indirect, special, punitive, incidental, exemplary or consequential damages that result from

- (a) the use of, or inability to use, the Services;
- (b) the provision of the Services or any materials available therein; or
- (c) the conduct of other users of the Services, even if SelfieCop has been advised of the possibility of such damages.

You assume total responsibility for your use of the Services.

Your only remedy against SelfieCop for dissatisfaction with the Services or any content is to stop using the Services.

If, notwithstanding these Terms, SelfieCop is found liable to you for any damage or loss which arises out of or is in any way connected with your use of the Services or any content, SelfieCop's liability shall in no event exceed €1.00.

Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

### 3) Arbitration

Please read the following paragraph carefully because it requires you to arbitrate disputes with SelfieCop and limits the manner in which you can seek relief from us.

You and SelfieCop agree to arbitrate any dispute arising from these Terms or your use of the Services, except that you and SelfieCop are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

Arbitration prevents you from suing in court or from having a jury trial.

You and SelfieCop agree

- (a) that any arbitration will occur in Dublin, Ireland;
- (b) that arbitration will be conducted confidentially by a single arbitrator; and
- (c) that the courts of Ireland have exclusive jurisdiction over any appeals of an arbitration award and over any suit, if any, between the parties not subject to arbitration.

Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court.

Whether the dispute is heard in arbitration or in court, you and SelfieCop will not commence against the other a class action, class arbitration or representative action or proceeding.

### 4) Forum and Venue

A lawsuit, if any, by you or SelfieCop against the other will occur in Ireland. You and SelfieCop agree that the jurisdiction and venue of these courts is exclusive.

We follow the law of Ireland

Any dispute between you and SelfieCop will be governed by these Terms and the laws of Ireland, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

# Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

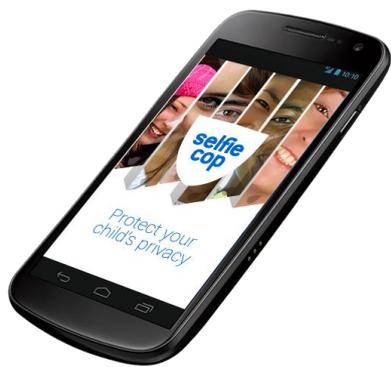
# Complete agreement

These Terms supersede all prior understandings regarding the same and represent the complete agreement between you and SelfieCop.

# Questions or comments

SelfieCop welcomes comments, questions, concerns, or suggestions.

To contact us, please visit [www.selfiecop.com/contact](http://www.selfiecop.com/contact)



# SelfieCop. Protect your child.

Get a copy of every photo taken on your child's smartphone.

Learn more at [www.selfiecop.com](http://www.selfiecop.com)