

FlickOut Terms of Use

Please read these Terms carefully before using FlickOut.

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Developer: Vladimir Spiridonov | Email: vspiridonovph@gmail.com | Phone: +995591675078

Welcome to FlickOut, a photo and video cleaner utility for iPhone (the "Application" or "App") operated by Vladimir Spiridonov ("we", "us", or "our"). By downloading, accessing, or using the App, you agree to these Terms of Use ("Terms"). If you do not agree, do not use the App.

1. Scope and relationship with Apple

The App is distributed through the Apple App Store. Your download, installation, purchases, subscriptions, refunds, and device-level settings may also be governed by Apple Media Services terms, the App Store rules, and any other applicable Apple terms. Apple is not responsible for providing support or maintenance for the App.

If any part of these Terms conflicts with mandatory Apple terms for App Store-distributed apps, the applicable Apple terms control to the extent of that conflict.

2. License

Subject to these Terms, we grant you a personal, limited, revocable, non-exclusive, non-transferable license to install and use the App on Apple-branded devices that you own or control, solely for your personal, non-commercial use and in accordance with applicable App Store rules.

We retain all rights, title, and interest in and to the App, including its software, design, text, graphics, icons, workflows, names, and other content, except for your own photos, videos, and other files.

3. What FlickOut does

FlickOut helps you review and clean your photo and video library. Depending on the version and features available to you, the App may identify or group duplicate pairs, similar photos and videos, blurry images, screenshots, screen recordings, Live Photos, burst shots, and other items that may be suitable for review or removal.

The App may provide suggestions such as smart selections or cleanup opportunities. These suggestions are provided for convenience only. You remain responsible for deciding which items to keep, delete, or restore.

4. Photo library access and deletion

To work as intended, the App may request permission to access your Photos library. You can control or revoke this permission in iOS Settings.

- You are responsible for reviewing all selected items before deletion.
- Deleted items are handled by the Photos app and may be moved to Recently Deleted, where they may be restorable for a limited period depending on iOS behavior and your device settings.
- You should maintain your own backups of important photos and videos. We are not responsible for accidental deletion, loss, corruption, or inability to restore your content.

5. Accounts

The App does not require you to create a separate FlickOut account. App Store purchases and subscription management are handled by Apple through your Apple Account.

6. Subscriptions and in-app purchases

The App may offer free features, paid features, subscriptions, or other in-app purchases. Available products, prices, trial periods, and renewal terms are shown in the App and in the App Store purchase sheet before purchase.

- Payments are charged by Apple to your Apple Account after you confirm the purchase.
- Auto-renewable subscriptions renew automatically unless canceled at least 24 hours before the end of the current billing period.
- You can manage or cancel subscriptions in your Apple Account settings.
- Refund requests are handled by Apple under Apple policies. We do not receive your full payment card details and cannot process App Store refunds directly.
- If a free trial or promotional offer is available, unused portions may be forfeited when you purchase a subscription, where permitted by Apple rules.

7. Acceptable use

You agree not to:

- Use the App for illegal, harmful, fraudulent, or abusive purposes;
- Copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or attempt to derive the source code of the App, except where applicable law expressly permits it;
- Interfere with, damage, overload, or disrupt the App, Apple services, or any related infrastructure;
- Use the App in a way that infringes third-party rights or violates applicable laws.

8. Your content

You keep ownership of your photos, videos, and other content. These Terms do not transfer ownership of your content to us. The App needs access to your library only to provide its cleaning and review functionality on your device, subject to your iOS permissions.

9. Privacy

Your use of the App is also described in our Privacy Policy. The Privacy Policy explains what data the App accesses, whether data is collected, and how to contact us with privacy questions.

10. Availability and changes

We may update, modify, suspend, or discontinue the App or any part of it at any time, subject to applicable law and App Store rules. We may also update these Terms from time to time. The updated Terms will be effective when posted or otherwise made available.

11. No professional advice

The App is a utility tool. It does not provide legal, archival, professional photography, data recovery, backup, or storage advice. You should independently verify that you have saved any important content before deleting it.

12. Disclaimer of warranties

To the maximum extent permitted by applicable law, the App is provided on an "as is" and "as available" basis, without warranties of any kind, whether express, implied, statutory, or otherwise. We do not warrant that the App will be uninterrupted, error-free, secure, or that all duplicates, similar files, blurry images, or other categories will be detected perfectly.

13. Limitation of liability

To the maximum extent permitted by applicable law, we will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of data, loss of photos or videos, loss of profits, loss of goodwill, device malfunction, or business interruption arising out of or related to your use of or inability to use the App.

Where liability cannot be excluded under applicable law, our liability will be limited to the maximum extent permitted by law.

14. Indemnity

You agree to indemnify and hold us harmless from claims, losses, liabilities, damages, costs, and expenses arising out of your misuse of the App, violation of these Terms, or violation of applicable laws or third-party rights.

15. Termination

You may stop using the App at any time. We may suspend or terminate your access to the App if you violate these Terms or if continued access would create legal, security, or operational risk.

16. Governing law

These Terms are governed by the laws applicable in Georgia, without regard to conflict-of-law rules, unless mandatory consumer protection laws in your country or region provide otherwise.

17. Contact

For support, legal notices, or questions about these Terms, contact Vladimir Spiridonov:

- Email: vspiridonovph@gmail.com
- Phone: +995591675078
- Location: Tbilisi, Georgia