**Terms and Conditions for DiveClick**  
*Last updated: 28/06/2025*

These Terms and Conditions (“Terms”) govern your use of the DiveClick mobile application (the “App”) operated by DiveClick (“we,” “us,” or “our”). By downloading, accessing, or using the App, you agree to be bound by these Terms. If you do not agree, please do not use the App.

**1. Use of the App**

You must be at least 13 years old to use DiveClick. By using the App, you confirm that you are eligible and legally capable of agreeing to these Terms.

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

**2. User Accounts**

To access certain features, you must create an account using an email address or a third-party login provider (e.g., Google, Facebook, Apple). You agree to provide accurate, current, and complete information when creating your account and to update it as needed.

We reserve the right to suspend or terminate your account if we believe your information is inaccurate or your use of the App violates these Terms.

**3. In-App Purchases and Subscriptions**

DiveClick offers in-app purchases and subscription plans for premium features. All purchases are processed through the Apple App Store or Google Play Store and are subject to their respective terms and policies.

* Subscriptions automatically renew unless cancelled at least 24 hours before the end of the current period.
* You can manage or cancel your subscription in your device’s app store settings.
* We do not offer refunds for unused portions of subscriptions except where required by law.

**4. User Content**

You retain all rights to the underwater videos or photos you create or upload within DiveClick. By using the App, you grant us a limited, non-exclusive license to process and display your content solely within the App for the purpose of providing editing and preview functionality.

You agree not to upload or share content that:

* Violates copyright, trademark, or other intellectual property rights
* Contains illegal, harmful, hateful, or obscene material
* Violates the privacy or rights of others
* Contains malware or harmful code

We reserve the right to remove content or suspend accounts that violate these rules.

**5. Intellectual Property**

All content, code, trademarks, and design elements of DiveClick (except user-submitted media) are owned by or licensed to us and are protected by copyright and other laws. You may not copy, modify, distribute, or create derivative works based on any part of the App without our express permission.

**6. Prohibited Conduct**

You agree not to:

* Use the App for any unlawful purpose
* Interfere with or disrupt the App’s servers or security systems
* Reverse engineer, decompile, or attempt to extract the App’s source code
* Use automated systems (e.g., bots, scrapers) to access the App
* Impersonate any person or entity

**7. Third-Party Services**

The App integrates with third-party services such as authentication providers, analytics tools, and payment platforms. Your use of these services is subject to their own terms and privacy policies. We are not responsible for their actions or content.

**8. Termination**

We reserve the right to suspend or terminate your access to DiveClick at any time, without notice, for any reason including but not limited to breach of these Terms. Upon termination, your rights to use the App will immediately cease.

**9. Disclaimers**

DiveClick is provided on an “as is” and “as available” basis. We make no warranties or representations about the accuracy, reliability, or availability of the App. To the maximum extent permitted by law, we disclaim all warranties, express or implied.

**10. Limitation of Liability**

To the maximum extent permitted by law, we are not liable for any indirect, incidental, special, or consequential damages resulting from your use of the App, including loss of data, revenue, or other intangible losses, even if we were advised of the possibility.

**11. Changes to These Terms**

We may update these Terms from time to time. You will be notified of any material changes within the App. Continued use of the App after the updated Terms are posted constitutes your acceptance.

**12. Governing Law**

These Terms are governed by the laws of Australia. You agree to submit to the exclusive jurisdiction of the courts located in Australia to resolve any dispute arising under these Terms.