



# Club Yakka Terms of Service & End User Licence Agreement (EULA)

**Last updated:** 29 March 2026

These Terms of Service and End User Licence Agreement ("Terms") govern your use of the Club Yakka mobile application ("App") operated by Club Yakka ("we", "our", "us").

By downloading, accessing, or using the App, you agree to be bound by these Terms.

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## 1. Licence Grant

We grant you a limited, non-exclusive, non-transferable, revocable licence to use the Club Yakka App for personal, non-commercial use in accordance with these Terms.

You may not:

- Copy, modify, or distribute the App
  - Reverse engineer or attempt to extract source code
  - Use the App for unlawful purposes
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## 2. Eligibility

You must be at least 13 years old (or the minimum legal age in your jurisdiction) to use the App.

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## 3. Accounts

To use certain features, you may be required to create an account.

You agree to:

- Provide accurate information
- Keep your login details secure



- Be responsible for all activity under your account
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## 4. Rewards and Offers

Club Yakka provides access to rewards, promotions, and offers from partner venues.

- Offers are subject to availability and may change at any time
  - Partner venues are responsible for honouring their offers
  - We are not liable for disputes between users and venues
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## 5. Payments

Payments are processed via third-party providers (e.g. Square).

- We do not store your payment details
- All transactions are subject to the provider's terms and policies

### Refund Policy

- Refunds, where applicable, will only apply to the product or service amount
  - **Square processing fees and Club Yakka platform fees are non-refundable**
  - Refund eligibility is determined in accordance with the specific offer or venue terms
  - Partner venues may have their own refund conditions, which must be followed
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## 6. Acceptable Use

You agree not to:

- Use the App for fraudulent or illegal activities
  - Interfere with the App's operation or security
  - Attempt unauthorised access to systems or data
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## 7. Intellectual Property



All content, branding, and functionality within the App are owned by Club Yakka and protected by intellectual property laws.

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## 8. Termination

We may suspend or terminate your access to the App at any time if you violate these Terms.

You may stop using the App at any time.

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## 9. Disclaimers

The App is provided "as is" and "as available".

We do not guarantee:

- Continuous or error-free operation
  - Accuracy of content or offers
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## 10. Limitation of Liability

To the maximum extent permitted by law, Club Yakka is not liable for:

- Indirect or consequential damages
  - Loss of data, profits, or opportunities
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## 11. Third-Party Services

The App integrates with third-party services including:

- Azure (Microsoft)
- Square (payments)

Your use of these services is subject to their respective terms.

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## 12. Governing Law

These Terms are governed by the laws of Queensland, Australia.

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## 13. Changes to Terms

We may update these Terms from time to time. Continued use of the App constitutes acceptance of any changes.

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## 14. Contact Us

**Email:** [admin@clubyakka.com.au](mailto:admin@clubyakka.com.au)

**Location:** Toowoomba, Queensland, Australia

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## 15. Apple-Specific Terms

For users accessing the App via Apple devices:

- This agreement is between you and Club Yakka, not Apple
  - Apple is not responsible for the App or its content
  - Apple has no obligation to provide maintenance or support
  - Apple is not liable for claims relating to the App
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## 16. Google Play Terms

For users accessing via Google Play:

- You agree to comply with Google Play's terms of service
  - Google is not responsible for the App or its content
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## 17. Entire Agreement



These Terms constitute the entire agreement between you and Club Yakka regarding the App.