

Terms of User

Terms of Use

Last Updated: [Insert Date]

1. Agreement to Terms

Welcome to Vico Clubs. These Terms of Use ("Terms") constitute a legally binding agreement between you and Vico Clubs Pty Ltd ABN 98 694 928 026, ACN 694 928 026 ("Vico Clubs," "we," "us," or "our") governing your access to and use of our website at [📱 Vico — Club Management Platform](#) and mobile application (collectively, the "Platform").

By accessing or using the Platform, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Platform.

2. Definitions

- **"Club"** means a sporting, recreational, or community organization registered on the Platform.
- **"Club Administrator"** means the person(s) authorized to manage a Club's account and memberships.
- **"Member"** or **"Player"** means an individual registered with a Club through the Platform.
- **"Parent/Guardian"** means a parent or legal guardian of a Member under 18 years of age.
- **"Subscription"** means the paid membership plan purchased by a Club to access the Platform services.
- **"User"** means any person who accesses or uses the Platform, including Club Administrators, Members, and Parents/Guardians.

3. Eligibility

3.1 General Eligibility

To use the Platform, you must:

- Be at least 18 years of age, or
- Be under 18 with an account created and managed by your Parent/Guardian
- Have the legal capacity to enter into binding contracts
- Comply with all applicable laws in your jurisdiction

3.2 Club Administrator Requirements

To create and manage a Club, you must:

- Be at least 18 years of age
- Have authority to represent and bind the Club
- Provide accurate and complete Club information
- Maintain a valid Subscription for your Club

3.3 Minors (Under 18)

Users under 18 years of age:

- Must have their account created and managed by a Parent/Guardian
- May only access the Platform under parental supervision
- Are subject to additional restrictions as outlined in these Terms and our Privacy Policy

By creating an account for a minor, the Parent/Guardian accepts full responsibility for the minor's use of the Platform and compliance with these Terms.

4. Account Registration

4.1 Account Creation

To use the Platform, you must:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Keep your login credentials confidential and secure
- Not share your account with others
- Notify us immediately of any unauthorized access or security breach

4.2 Account Responsibility

You are responsible for:

- All activities that occur under your account
- Maintaining the confidentiality of your password
- Any losses or damages resulting from unauthorized account access due to your failure to maintain security

4.3 Account Termination

We reserve the right to suspend or terminate your account at any time if:

- You breach these Terms

- You provide false or misleading information
- Your account is used for unlawful or fraudulent activity
- We are required to do so by law
- We cease operating the Platform

5. Subscriptions and Payment

5.1 Subscription Requirement

Each Club must maintain an active paid Subscription to access and use the Platform. Without a valid Subscription, Club Administrators and Members will lose access to Platform features.

5.2 Subscription Plans

Subscriptions are offered on an annual basis with pricing tiers based on the number of Members registered to your Club. Current pricing tiers are available on our website at [Vico — Club Management Platform](#).

We reserve the right to modify pricing, add new tiers, or change Subscription terms at any time. Changes will not affect your current Subscription period but will apply upon renewal.

5.3 Payment Terms

- Subscriptions are billed annually in advance
- Payment must be made by credit card, debit card, or other approved payment method
- All fees are in Australian Dollars (AUD) unless otherwise stated
- Fees are exclusive of any applicable taxes, which are your responsibility
- You authorize us to charge your payment method for all fees when due

5.4 Automatic Renewal

Subscriptions automatically renew at the end of each annual period unless:

- You cancel before the renewal date
- We terminate your Subscription
- Your payment method cannot be charged

You will receive notice prior to automatic renewal. By not canceling, you authorize us to charge the then-current Subscription fee to your payment method.

5.5 Tier Changes

If your Club's Member count increases and moves into a higher pricing tier:

- You must upgrade your Subscription to the appropriate tier

- We may automatically upgrade your Subscription and charge the difference
- Failure to upgrade may result in restrictions or suspension of service

If your Club's Member count decreases:

- You may request a tier downgrade at your next renewal
- Mid-term downgrades are not automatic and may not result in immediate refunds

5.6 Payment Failures

If payment fails:

- We will attempt to process payment again
- We may suspend your Club's access until payment is received
- We may charge reasonable administrative fees for failed payments
- Continued non-payment may result in account termination

5.7 Refund Policy

Annual Subscriptions are non-refundable except as required by Australian Consumer Law.

We do not provide refunds or credits for:

- Partial Subscription periods
- Unused features or services
- Dissatisfaction with the Platform
- Account termination by you mid-term

Exceptions may be made at our sole discretion or as required by law.

5.8 Free Trials

We may offer free trial periods at our discretion. Terms of any free trial will be specified at the time of offer. At the end of the trial period, your Subscription will automatically begin, and you will be charged unless you cancel before the trial ends.

6. Platform Services

6.1 Service Description

The Platform enables:

- Club creation and management by Club Administrators
- Player/Member registration and profile management
- In-app communication and chat features for registered Members

- Club administration tools and features
- Data storage and management

6.2 Service Availability

We strive to provide reliable service but do not guarantee:

- Uninterrupted or error-free access
- That the Platform will meet your specific requirements
- That all features will be available at all times
- That data will never be lost or corrupted

We may:

- Modify, suspend, or discontinue any feature at any time
- Perform maintenance that may temporarily limit access
- Update or change the Platform without prior notice

6.3 Technical Requirements

You are responsible for:

- Obtaining and maintaining compatible devices
- Internet connectivity and associated costs
- Ensuring your device meets minimum technical requirements
- Keeping your software and applications updated

7. User Conduct and Prohibited Activities

7.1 Acceptable Use

You agree to use the Platform only for lawful purposes and in compliance with these Terms. You agree to treat other Users with respect and dignity.

7.2 Prohibited Activities

You must not:

- Violate any applicable laws or regulations
- Infringe on intellectual property rights
- Post or transmit harmful, offensive, defamatory, or inappropriate content
- Harass, bully, threaten, or intimidate other Users
- Impersonate another person or entity
- Share false, misleading, or fraudulent information

- Attempt to gain unauthorized access to the Platform or other accounts
- Use automated systems (bots, scrapers) to access the Platform
- Interfere with or disrupt the Platform's operation
- Upload viruses, malware, or other malicious code
- Collect or harvest User data without permission
- Use the Platform for commercial purposes beyond Club management
- Engage in any activity that could harm minors
- Circumvent security measures or access restrictions

7.3 Chat and Communication Standards

When using in-app chat and communication features:

- Keep communications appropriate and respectful
- Do not share personal contact information of minors publicly
- Report inappropriate behavior to Club Administrators or us
- Parents/Guardians must monitor their minor's communications
- Club Administrators are responsible for moderating Club communications

7.4 Child Safety

All Users must:

- Comply with child safety laws and regulations
- Report suspected child abuse or endangerment to authorities
- Not use the Platform to groom, exploit, or harm minors
- Ensure all interactions with minors are appropriate and supervised

We have zero tolerance for child exploitation and will report suspected illegal activity to authorities.

8. Content and Intellectual Property

8.1 Your Content

You retain ownership of any content you upload, post, or transmit through the Platform ("Your Content"), including:

- Profile information
- Chat messages
- Club information and data

- Photos and other media

8.2 License to Your Content

By posting Your Content, you grant us a worldwide, non-exclusive, royalty-free license to:

- Store, display, and transmit Your Content as necessary to provide the Platform services
- Use Your Content for Platform improvement and development
- Create backups and copies for security and technical purposes

This license continues until you delete Your Content or terminate your account.

8.3 Content Responsibility

You are solely responsible for Your Content and represent that:

- You own or have rights to use and share Your Content
- Your Content does not infringe on third-party rights
- Your Content complies with these Terms and applicable laws

We are not responsible for Your Content and do not endorse any opinions expressed by Users.

8.4 Content Monitoring and Removal

We reserve the right, but have no obligation, to:

- Monitor, review, or edit User Content
- Remove Content that violates these Terms
- Remove Content that we find objectionable
- Investigate violations and take appropriate action

We do not pre-screen Content and are not liable for User Content.

8.5 Our Intellectual Property

The Platform and all content, features, and functionality (excluding Your Content) are owned by Vico Clubs and protected by intellectual property laws. This includes:

- Software, code, and algorithms
- Design, layout, and user interface
- Trademarks, logos, and branding
- Text, graphics, and other materials

You may not:

- Copy, modify, or create derivative works

- Reverse engineer or decompile the Platform
- Remove copyright or proprietary notices
- Use our trademarks without permission

9. Data and Privacy

Your privacy is important to us. Our collection, use, and disclosure of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

By using the Platform, you consent to our data practices as described in the Privacy Policy.

Key points:

- We collect and store personal information as described in our Privacy Policy
- We implement security measures to protect your data
- We do not sell your personal information to third parties
- Parents/Guardians control their minor's data
- You have rights to access, correct, and delete your data

For full details, please review our Privacy Policy at vicoclubs.io/privacy.

10. Club Administrator Responsibilities

As a Club Administrator, you agree to:

- Accurately represent your Club and its authority structure
- Maintain an active Subscription for your Club
- Verify the identity and eligibility of Members
- Obtain necessary consents (including parental consent for minors)
- Moderate Club communications and enforce acceptable behavior
- Protect Member data and respect privacy
- Comply with all applicable laws regarding Club operations
- Respond promptly to Member concerns and complaints
- Monitor for inappropriate content or behavior
- Report violations of these Terms to us

Club Administrators are responsible for their Club's use of the Platform and the conduct of their Members within Club spaces.

11. Parent/Guardian Responsibilities

If you are a Parent/Guardian creating or managing an account for a minor, you agree to:

- Provide accurate information about yourself and your child
- Verify you have legal authority over the minor
- Monitor your child's use of the Platform
- Review and supervise your child's communications
- Ensure your child complies with these Terms
- Take responsibility for your child's actions on the Platform
- Respond to notices regarding your child's account
- Maintain current contact information

You acknowledge that you are fully responsible for your child's use of the Platform.

12. Third-Party Services

The Platform may contain links to third-party websites, services, or content. We do not:

- Endorse or recommend third-party services
- Control third-party content or practices
- Accept responsibility for third-party services
- Guarantee the accuracy of third-party information

Your use of third-party services is at your own risk and subject to their terms and policies.

13. Disclaimers and Limitations of Liability

13.1 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Merchantability or fitness for a particular purpose
- Accuracy, reliability, or completeness of content
- Uninterrupted, secure, or error-free operation
- Results or outcomes from using the Platform

13.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VICO CLUBS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY:

- Indirect, incidental, special, or consequential damages
- Loss of profits, revenue, data, or business opportunities
- Service interruptions or technical failures
- User Content or conduct of other Users
- Third-party actions or content
- Unauthorized access to your account or data

OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM.

13.3 Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law or other applicable law that cannot be lawfully excluded, restricted, or modified.

If the Australian Consumer Law or other applicable law implies a guarantee that cannot be excluded, our liability for breach of that guarantee is limited to, at our option:

- For services: re-supply of the services or payment of the cost of re-supply
- For goods: replacement, repair, or payment of replacement or repair costs

14. Indemnification

You agree to indemnify, defend, and hold harmless Vico Clubs and its directors, officers, employees, agents, and affiliates from any claims, damages, losses, liabilities, and expenses (including legal fees) arising from:

- Your use of the Platform
- Your violation of these Terms
- Your violation of any rights of third parties
- Your Content
- Your conduct or the conduct of Members you are responsible for
- Your Club's activities or operations

This indemnification obligation survives termination of these Terms.

15. Termination

15.1 Termination by You

You may terminate your account at any time by:

- Canceling your Subscription through your account settings
- Contacting us at support@vicoclubs.io
- Following termination procedures in the Platform

Termination does not entitle you to a refund of prepaid Subscription fees unless required by law.

15.2 Termination by Us

We may suspend or terminate your account immediately, without notice, if:

- You breach these Terms
- Your Subscription payment fails
- We suspect fraudulent or illegal activity
- We are required to do so by law
- We cease operating the Platform

15.3 Effect of Termination

Upon termination:

- Your right to access the Platform immediately ceases
- We may delete your account and data after a reasonable period
- Outstanding fees remain due and payable
- Provisions that should survive termination continue to apply

We are not liable for any losses or damages resulting from account termination.

16. Dispute Resolution

16.1 Informal Resolution

Before pursuing formal legal action, you agree to first contact us at support@vicoclubs.io to attempt to resolve the dispute informally. We will work in good faith to resolve disputes amicably.

16.2 Governing Law

These Terms are governed by the laws of [Your State/Territory], Australia, without regard to conflict of law principles.

16.3 Jurisdiction

You irrevocably submit to the exclusive jurisdiction of the courts of [Your State/Territory], Australia, for any disputes arising from these Terms or your use of the Platform.

16.4 Class Action Waiver

To the extent permitted by law, you agree that any dispute resolution proceedings will be conducted on an individual basis and not as part of a class, consolidated, or representative action.

17. General Provisions

17.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Vico Clubs regarding the Platform and supersede all prior agreements.

17.2 Modifications

We reserve the right to modify these Terms at any time. We will notify you of material changes by:

- Posting updated Terms on the Platform
- Updating the "Last Updated" date
- Sending email notification (where we have your email)
- Providing in-app notice

Your continued use of the Platform after changes take effect constitutes acceptance of the modified Terms.

17.3 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it valid and enforceable.

17.4 Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or our right to enforce it in the future.

17.5 Assignment

You may not assign or transfer these Terms or your account without our written consent. We may assign these Terms to any successor or affiliate without restriction.

17.6 Force Majeure

We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including natural disasters, war, terrorism, labor disputes, or technical failures.

17.7 Notices

Notices to you may be provided by:

- Email to your registered email address
- In-app notifications
- Posting on the Platform

Notices to us should be sent to: support@vicoclubs.io

17.8 Relationship

These Terms do not create any partnership, joint venture, employment, or agency relationship between you and Vico Clubs.

17.9 Survival

Provisions that by their nature should survive termination will survive, including disclaimers, limitations of liability, indemnification, governing law, and dispute resolution.

18. Contact Information

For questions, concerns, or notices regarding these Terms, please contact us:

Vico Clubs Pty Ltd

ABN: 98 694 928 026

ACN: 694 928 026

Email: support@vicoclubs.io

Website: [📱 Vico — Club Management Platform](#)

Address: [Your postal address]

19. Acknowledgment

BY USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE.