# SortaDigital – Website Terms & Conditions

Last updated: 03/12/2025

Welcome to **SortaDigital** ("we", "us", "our"). These Terms and Conditions ("Terms") govern your use of our website, our digital services, and any SaaS tools or hosted products provided through this website (collectively, the "Services").

By accessing or using our website, you agree to be bound by these Terms.

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

### 1. About Us

SortaDigital is an Australian digital services provider offering digital marketing, website design, SaaS-based tools, hosting, and related technology services.

### 2. Use of Website

You agree to use this website only for lawful purposes. You must not:

- Interfere with the security or integrity of the website
- Attempt to gain unauthorised access to any part of the site or systems
- Use the website to distribute malicious code, unsolicited communications, or harmful content
- Copy, reproduce, or distribute website content without permission

We may suspend or terminate access if misuse is detected.

### 3. Client Accounts & Access

Certain Services (including your hosting, subscriptions, and invoicing) require a client account. When you become a client:

- You will receive access to a client portal
- You can view invoices and payment history
- Hosting subscriptions and service plans can be managed

You are responsible for maintaining the privacy and security of your login credentials.

### 4. Digital Services

We provide:

- Website design & development
- Digital marketing services
- Hosting and domain management
- SaaS tools and digital products
- Custom software development

All services delivered are governed by your proposal, quote, or service agreement.

We may update or modify the Services at any time to improve performance, stability, or compliance.

### 5. Hosting, Domains & Subscriptions

By subscribing to any hosting, maintenance, SaaS, or ongoing service plan, you agree to the following:

### 5.1 Payment

- Hosting and SaaS products are billed via subscription or payment plan
- Automatic recurring payments may apply until cancelled
- Pricing may be updated with notice

### 5.2 Suspension for Non-Payment

If payment is not received, services may be suspended until the account is cleared.

### 5.3 Domain Registration

Domains are subject to the rules of the relevant registry (including auDA for .au names). SortaDigital does not guarantee availability of any domain.

# 6. Quotes, Pricing & Invoicing

Quotes are valid for 14 days unless otherwise stated.

Invoices are issued upon project commencement, milestone completion, or subscription renewal.

All pricing is in AUD and GST-inclusive unless noted.

# 7. Refunds & Cancellations

Because our work is digital, custom, or service-based, we generally do **not** offer refunds once work has started or a subscription term has begun.

However, we may offer refunds in cases required by Australian Consumer Law (ACL).

### 8. Intellectual Property

#### **8.1 Our IP**

All content on this website — including text, graphics, software, designs, trademarks, and branding — remains the property of SortaDigital unless otherwise stated.

You may not copy, modify, or distribute our content without permission.

### 8.2 Client Project IP

For client projects:

- You own the final deliverables once payment is complete
- We retain ownership of developer tools, frameworks, internal systems, or reusable components used to produce the work

# 9. Content Provided by You

You are responsible for:

- Ensuring all content you provide (text, images, data, etc.) does not infringe copyright
- Accuracy and lawfulness of information you supply
- Securing rights for any third-party assets you request us to use

We may refuse to use content that breaches copyright, contains inappropriate material, or violates Australian law.

# 10. Limitation of Liability

To the maximum extent permitted by law:

- We are not liable for any loss, damage, or business interruption arising from use of the website or Services
- We do not guarantee uninterrupted or error-free operation of Services
- Hosting or platform downtime caused by external providers or force majeure is outside of our control

Nothing in these Terms limits your rights under the Australian Consumer Law.

# 11. Third-Party Services

We may integrate with third-party providers (e.g., hosting partners, payment processors, domain registries, email services).

Your use of third-party services is subject to their terms and policies.

# 12. Privacy

We handle personal information in accordance with our **Privacy Policy**.

By using our Services, you consent to the collection and use of information as described in that policy.

### 13. Termination

We may suspend or terminate access to the website or Services if:

- You violate these Terms
- You fail to pay invoices
- Your subscription expires or is cancelled

You may cancel a subscription at any time, but no refunds are due for remaining prepaid periods unless required by law.

### 14. Changes to These Terms

We may update these Terms at any time. Updates will be posted on this page with a revised "Last updated" date.

### 15. Governing Law

These Terms are governed by the laws of **Queensland**, **Australia**. Any disputes will be handled in Queensland courts.

# **16. Contact Information**

For any questions or concerns, contact us at:

SortaDigital

Email: hello@sortadigital.com.au
Website: https://sortadigital.com.au