Terms & Conditions

Last updated: 15 May 2025



Welcome to the Donato Platform (the "Platform"), operated by Donato Digital Ltd. ("we", "us", "our"). These Terms and Conditions ("Terms") govern your access to and use of the Platform.

By subscribing, logging in, or otherwise using the Platform, you agree to be bound by these Terms. If you do not agree, please do not use the Platform.

1. Overview of the Platform

The Donato Platform is an all-in-one platform that provides digital tools and services to help artists, makers, and creative business owners manage and grow their business online. The exact features available depend on your selected subscription plan or custom package but may include:

- Email marketing and social media scheduler
- Simple Customer Relationship Management (CRM) system
- Web page builder, Online Shop, Website, Blog
- Payments system
- Reputation/Review Tools
- Courses & Memberships, Communities
- Calendar booking system
- Rewards (Affiliate) system

2. User Accounts & Access

To use the Platform, you must create an account and subscribe to a plan. By registering, you become the primary **Account Holder**, responsible for managing your subscription, account settings, and any authorised users.

Account Holder Responsibilities:

When signing up, you confirm that:

Terms & Conditions

Last updated: 15 May 2025



- You are registering on your own behalf or as an authorised representative of your business.
- You will not register under someone else's name, a fictitious identity, or impersonate any individual or organisation.
- You will not choose login credentials that are offensive, misleading, or imply a false affiliation.

You must complete the sign-up process truthfully and accurately. As the Account Holder, you are fully responsible for:

- Maintaining the confidentiality of your login credentials
- Ensuring proper use of the Platform under your account
- All activity under your account, including by Team Members

Team Members:

You may invite additional users ("Team Members") to access your account. Each will receive individual login credentials with access determined by the permissions you assign.

Please note:

- Team Members may only use the Platform within the scope of access granted by the Account Holder
- Team Members do not hold independent rights to use the Platform and must abide by these Terms
- The Account Holder remains wholly responsible for all Team Member activity and any consequences arising from such use

You agree to monitor account activity and take reasonable steps to prevent unauthorised access or misuse of your account.

3. Subscriptions & Billing

- **Plans**: Subscriptions are offered on a monthly or annual basis. Features and pricing are confirmed at sign-up.
- Billing: Subscriptions auto-renew unless cancelled before the renewal date.

Terms & Conditions

Last updated: 15 May 2025



- **Payment**: You agree to maintain a valid payment method on file. All payments are processed securely.
- **Trials & Promotions**: Any free trials or discounts are subject to change and may be withdrawn at any time.

Founder Member Pricing

The price you pay as a Founder member at sign-up is locked in and will remain the same for as long as your subscription remains active and uninterrupted.

If, as a **Founder member**, you upgrade to a higher plan, you will be able to do so at the Founder price for the higher plan even if the price has subsequently increased for new members.

If you cancel, or allow payment to fail, any future reactivation will be subject to the current rates at the time of your return.

4. Cancellation & Termination

Cancelling Your Subscription: You may cancel your subscription at any time via your account settings. Access will continue until the end of your current billing period.

- You may cancel your subscription at any time. Access will continue until the end of the current billing cycle.
- If you cancel your subscription, your account will be paused and your access will be restricted. We will store your assets (including website, emails, shop items, and other content) for up to 90 days. You may request deletion of your account and data immediately if preferred.
- If you return during this 90-day period, you can reactivate your subscription without losing your work.
- After 90 days of inactivity, if no reactivation or storage extension has occurred, your account and associated assets will be **permanently deleted**. We will send reminder notifications before deletion takes place.
- You may opt to keep your account dormant beyond the 90-day period by paying a small monthly storage fee (currently £4/month) to retain your data for longer.

Terms & Conditions

Last updated: 15 May 2025



Termination by Us: We reserve the right to suspend or terminate your access if you breach these Terms, misuse the Platform, or fail to pay your subscription.

- We may suspend or terminate your account for non-payment or violation of these Terms.
- After termination, your access to data and platform features may be restricted.

Data Access: If your account is terminated or subscription expires, your access to features and data may be restricted or removed. We recommend exporting any necessary data before cancellation.

5. No Refund Policy

All payments made for subscriptions or services on the Donato Platform are non-refundable, including but not limited to:

- Monthly or annual subscription fees
- Setup or onboarding fees
- Add-on features or usage-based charges

Due to the nature of digital services and immediate access to tools and resources upon subscription, we do not offer refunds or partial refunds for unused time, account inactivity, or early cancellation.

We encourage you to review the features and plan details carefully before making a purchase. If you have questions about which plan is right for you, please contact us on support@donatohub.com before subscribing.

We reserve the right to make exceptions in rare cases at our sole discretion, but this does not constitute a change to our general no-refund policy.

Terms & Conditions

Last updated: 15 May 2025



6. Integrations & Third-Party Tools

Some features may connect to third-party services (e.g., Stripe, Google). Their use is governed by their own terms. We are not responsible for their availability or performance.

7. Data Protection & Privacy

We take your privacy seriously. Please review our <u>Privacy Policy</u> for information on how we collect, store, and use your personal data.

You are responsible for complying with data protection obligations, including those related to your own customers

8. Access to Donato Content & Training Materials

As part of your subscription, you may access digital content and resources provided by Donato Digital Ltd ("Donato Content"), including:

- Training videos, templates, guides
- Help centre articles and downloads
- Onboarding materials and walkthroughs
- Platform tutorials, training videos, and how-to guides
- Any documentation, training, or digital assets shared with you during onboarding or support sessions
- Any custom materials or solutions created by our Tech VA support team for your account

This content is provided solely for your personal or internal business use as an active subscriber to the Donato Platform. You are permitted to access, view, and apply the materials within your own Donato account and for your own creative business activities.

All Donato Content remains the intellectual property of Donato Digital Ltd and is protected under copyright and other applicable intellectual property laws.

Terms & Conditions

Last updated: 15 May 2025



9. User Content & Data

You retain ownership of all content, data, and media you upload or generate within the Platform ("User Content"). You grant us a limited licence to use this content solely for the purpose of operating and improving the Platform.

You are responsible for ensuring your content does not violate the rights of others, including intellectual property, privacy, and data protection laws.

10. Intellectual Property

All intellectual property relating to the Platform (excluding User Content) is owned by or licensed to Donato Digital Ltd. You may not copy, modify, or redistribute the Platform or its materials without permission.

11. Support

Support is provided via our email-based ticket system. You can contact us at support@donatohub.com. We aim to respond within 1-2 working days (Mon-Fri, UK time).

Support covers:

- Platform access issues
- Feature usage guidance
- Troubleshooting basic setup

Support is limited to issues directly related to the use of the Donato Platform and services provided under your subscription. We do not provide general business consulting, custom development, or support for third-party tools or platforms unless specifically included in your package.

If you require more in-depth technical assistance or personalised support beyond what's included, we may offer additional services through our Tech VA team, which can be booked separately.

Terms & Conditions

Last updated: 15 May 2025



12. Acceptable Use

You agree not to use the Platform for:

- Unlawful, fraudulent, or harmful activities
- Sending spam or unsolicited communications
- Distributing content that is offensive or infringes rights
- Attempting to gain unauthorised access to the Platform or its systems

We may monitor usage and suspend accounts in breach of this policy.

13. Code of Conduct

You agree to use the Platform in a respectful and lawful manner. Abusive, offensive, or disruptive behaviour towards our team or other users will not be tolerated and may result in account suspension or termination.

14. Breach of Terms

If you breach these Terms, we may, at our discretion:

- Suspend or permanently disable your account
- Restrict access to Platform features
- Revoke access to Donato Content
- Pursue legal action if necessary

No refunds will be issued in the event of a breach.

15. Limitations of Liability

To the maximum extent permitted by law, we are not liable for:

- Indirect or consequential loss
- Loss of data, profits, or business

Terms & Conditions

Last updated: 15 May 2025



• Failures by third-party tools or integrations

Our total liability is limited to the fees paid by you in the 12 months preceding a claim.

16. Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control, including but not limited to: natural disasters, strikes, power outages, pandemics, internet service disruptions, or failures of third-party providers.

17. Contact & Legal Information

For legal notices or questions regarding these Terms, contact:

Donato Digital Ltd.

124 City Road, London, EC1V 2NX Email: support@donatohub.com

By continuing to use the Donato Platform, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.