



Chelsea Young Studios ® Business & Website Operator Details

Website name and URL	www.chelseayoungstudios.com
Full name and legal status	Chelsea Young Studios (Pty) Ltd
Registration number	2024/596883/07
Names of office-bearers	Chelsea Syrris
Physical address	Morton Street, Stanford, Western Cape, South Africa
Telephone number	(+27)71 613 1445
Email address	chelsea@chelseayoungstudios.com
Effective date of these Terms	14 August 2026

TERMS OF USE

1. GENERAL

1.1 When accessing the website at www.chelseayoungstudios.com

1.2 These Terms apply to everyone who accesses www.chelseayoungstudios.com, whether to view information, to submit any content, comment, file, image, listing or other material or data.

1.3 These Terms, and the relationship between you and us, are governed by the law of the Republic of South Africa, and you and we submit to the exclusive jurisdiction of the South African courts.

2. PLAIN LANGUAGE AND THE CONSUMER PROTECTION ACT

2.1 These Terms are written in plain and understandable language as required by section 22 of the Consumer Protection Act 68 of 2008.

2.2 To comply with the CPA, certain provisions of these Terms are printed in bold. These are provisions that, among other things:

2.2.1 limit or exclude our liability or the risk we take on;

2.2.2 place a risk or liability on you;

2.2.3 require you to indemnify us or another person; or

2.2.4 are an acknowledgement of a fact by you.

2.3 Please make sure that, before using www.chelseayoungstudios.com, you have had a fair opportunity to read and understand the provisions in bold. By using www.chelseayoungstudios.com you agree to these Terms, you confirm that the Terms were written in plain language that you understand, and you accept the implications of the provisions in bold.

ACCEPTANCE OF THESE TERMS

3.1 By accessing or using www.chelseayoungstudios.com, you agree to be bound by these Terms. If you do not agree to any part of them, you must stop using www.chelseayoungstudios.com.

3.2 Where www.chelseayoungstudios.com asks you to accept these Terms by clicking a button or ticking a box, or where you continue to use www.chelseayoungstudios.com after being shown them, you agree that this is your electronic signature and that you intend it to have the same effect as a handwritten signature, as contemplated in sections 11, 13 and 22 of ECTA.

3.3 We may change these Terms or www.chelseayoungstudios.com at any time in our sole discretion. We will publish the updated Terms on www.chelseayoungstudios.com and, where reasonable, give notice by email or on www.chelseayoungstudios.com. Your continued use of www.chelseayoungstudios.com after a change means you accept the changed Terms.

4. DATA PROTECTION AND PRIVACY

4.1 We process personal information in accordance with the Protection of Personal Information Act 4 of 2013.

4.2 By submitting your personal information to us, you confirm that you understand how we process it as described in our Privacy Policy.

5. ACCESSING www.chelseayoungstudios.com AND THIRD-PARTY LINKS

5.1 www.chelseayoungstudios.com and its Content may contain links to third-party websites that are not under our control.

5.2 If you follow a link to a third-party website, you may be subject to that website's own terms and policies. We do not endorse, and are not responsible for, the content of any third-party website.

5.3 We do not permit copyright infringement or infringement of intellectual property rights on www.chelseayoungstudios.com, and may remove infringing Content if we are properly notified of it.

6. AVAILABILITY OF www.chelseayoungstudios.com

6.1 We will use reasonable efforts to keep www.chelseayoungstudios.com available, but it may be unavailable from time-to-time for maintenance, development, or because of events beyond our control. Where reasonable, we will publish advance notice of planned unavailability.

6.2 www.chelseayoungstudios.com may interoperate with third-party services through web services and APIs. We give no warranty about the availability of those third-party services.

6.3 If a third-party provider stops providing a service, or stops providing it on reasonable terms, we may stop providing the affected part of www.chelseayoungstudios.com. In that case you will not be entitled to any refund, discount or other compensation from us.

7. SUBMITTING CONTENT

7.1 If you submit any Content, you agree not to post, email or otherwise make available any Content that:

7.1.1 is unlawful, or breaches any law;

7.1.2 infringes any intellectual property right, trade secret, or privacy or publicity right of any person, unless you own that right or have permission to use it and to grant the licences in these Terms;

7.1.3 is harmful, abusive, threatening, harassing, defamatory, obscene, pornographic, or invasive of another's privacy, or that harms or could harm a minor;

7.1.4 degrades or intimidates a person or group on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;

7.1.5 contains another person's personal or identifying information without their consent;

7.1.6 impersonates any person or misrepresents your affiliation with any person;

7.1.7 is false, misleading or deceptive, or is a

7.1.8 is a pyramid scheme, junk mail, spam, a chain letter, or unsolicited advertising;

7.1.9 contains viruses or other harmful code, or is designed to interrupt, destroy or limit the functioning of any software, hardware or communications equipment;

7.1.10 disrupts the normal flow of www.chelseayoungstudios.com (for example by flooding) or otherwise affects other users' ability to use it; or

7.1.11 uses forged headers or manipulated identifiers to disguise the origin of the Content.

7.2 You also agree not to harass anyone, make unsolicited commercial contact, collect other users' personal information for unlawful or commercial purposes, attempt to gain unauthorised access to our systems, or use any automated device to interfere with www.chelseayoungstudios.com or to post Content without human authorship.

7.3 We may remove any Content at any time without notice.

7.4 By posting Content to any public area of www.chelseayoungstudios.com, you grant us the rights necessary to display, copy, reproduce and otherwise use that Content on www.chelseayoungstudios.com, and you grant each user a non-exclusive licence to access your Content through www.chelseayoungstudios.com. This licence to other users ends when you delete the Content from www.chelseayoungstudios.com.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The materials on www.chelseayoungstudios.com.

8.2 We reserve all rights not expressly granted. You may not use, copy, distribute, modify, create derivative works from, reverse-engineer, or commercially exploit the Materials or Marks, except as expressly permitted in these Terms. If you download or print Materials for personal use, you must keep all proprietary notices on them.

8.3 Any reproduction, modification or redistribution of www.chelseayoungstudios.com or the Materials, or copying them to another server or location for further reproduction, is prohibited.

9. INDEMNITY

9.1 You agree to indemnify and hold us, and our officers, directors, employees, agents, service providers, suppliers, affiliates, successors and assigns, harmless from any claim, damage, loss, liability, cost or expense (including reasonable legal fees) arising from:

9.1.1 your use of and access to www.chelseayoungstudios.com;

9.1.2 your breach of any of these Terms;

9.1.3 your infringement of any third-party right, including any intellectual property or privacy right; or

9.1.4 any claim that your Content caused harm to a third party.

9.2 This indemnity survives the termination or expiry of these Terms and your use of the Website.

10. SUSPENSION AND TERMINATION

10.1 We may, in our sole discretion and without notice, suspend or terminate your access to www.chelseayoungstudios.com (or any part of it), deactivate any account, block your email or IP address, and remove any Content, for any reason, including if we believe you have breached these Terms.

10.2 You agree that we will not be liable to you or any third party for any suspension or termination of your access to www.chelseayoungstudios.com, and you agree not to try to use www.chelseayoungstudios.com after termination.

11. DISCLAIMER OF WARRANTIES

11.1 You use www.chelseayoungstudios.com at your own risk.

11.2 To the fullest extent permitted by law, we disclaim all express and implied warranties, including warranties of merchantability, fitness for a particular purpose and non-infringement, and we make no warranty about the accuracy or completeness of www.chelseayoungstudios.com or its Content, or the content of any linked third-party website. We are not responsible for:

11.2.1 errors, mistakes or inaccuracies in the Content;

11.2.2 unauthorised access to or use of our systems or your information;

11.2.3 any interruption or cessation of transmission to or from www.chelseayoungstudios.com;

11.2.4 any viruses or harmful code transmitted through www.chelseayoungstudios.com by a third party; or

11.2.5 any loss or damage arising from your use of any Content on www.chelseayoungstudios.com.

12. LIMITATION OF LIABILITY

12.1 To the fullest extent permitted by law, we, our officers, directors, employees and agents will not be liable for any direct, indirect, incidental, special, consequential or exemplary loss or damage (even if we were advised of the possibility) arising from your use of, inability to use, or any interruption, suspension or termination of, www.chelseayoungstudios.com.

12.2 Nothing in these Terms excludes or limits our liability where it may not lawfully be excluded or limited, including for death or personal injury caused by our negligence, for fraud, or under the CPA where it applies.

13. ABILITY TO ACCEPT THESE TERMS

13.1 www.chelseayoungstudios.com is intended for adults. You confirm that you are over 18, or an emancipated minor, or that you have the consent of your parent or guardian, and that you are able to enter into and comply with these Terms.

14. GENERAL

14.1 Assignment. You may not cede or assign your rights or obligations under these Terms. We may cede or assign ours without restriction.

14.2 Severability. If any provision of these Terms is found invalid or unenforceable, the rest remain in force.

14.3 Waiver. Our failure to enforce any right or provision is not a waiver of that right or provision.

14.4 Successors. These Terms bind and benefit each party's successors and assigns.

14.5 Contact. If you have any questions about these Terms, contact us at www.chelseayoungstudios.com.
