

## **CHELSEA PREPARATORY DIGITAL PLATFORM TERMS AND CONDITIONS**

### **1. ABOUT OUR TERMS**

- 1.1. These terms and conditions of use (Terms) explain how you may use this Application and any of its content (App). These Terms apply between Chelsea Preparatory School (we, us or our) and you, the person (you or your) accessing or using our Digital Platforms (website and / mobile App)
- 1.2. You should read these Terms carefully before using our Digital Platforms. By using our Digital Platforms or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using our Digital Platforms immediately.
- 1.3. Our Digital Platforms are provided by us to you free of charge for information.
- 1.4. If you order any goods, services or digital content from our Digital Platforms, separate terms and conditions may apply.

### **2. ABOUT US**

- 2.1. We are Chelsea Preparatory School, a public school registered in South Africa. Our registered office is at 30 Chelsea Drive, Durban North, 4051.
- 2.2. If you have any questions about our Digital Platforms, please contact us [marketing@chelseaprep.co.za](mailto:marketing@chelseaprep.co.za) and 30 Chelsea Drive, Durban North, 4051.

### **3. USING OUR DIGITAL PLATFORMS**

- 3.1. Our Digital Platforms are for your personal and non-commercial use only.
- 3.2. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of our Digital Platforms.
- 3.3. We make no promise that our Digital Platforms are appropriate or available for use in locations outside of South Africa. If you choose to access our Digital Platforms from locations outside South Africa, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.4. We try to make our Digital Platforms as accessible as possible. If you have any difficulties using our Digital Platforms, please contact us using the contact details at the top of this page.
- 3.5. As a condition of your use of our Digital Platforms, you agree not to:
  - 3.5.1. misuse or attack our Digital Platforms by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
  - 3.5.2. attempt to gain unauthorised access to our Digital Platforms, the server on which our Digital Platforms is stored or any server, computer or database connected to our Digital Platforms.
- 3.6. We may prevent or suspend your access to our Digital Platforms if you do not comply with these Terms or any applicable law.

### **4. REGISTRATION AND PASSWORD SECURITY**

- 4.1. Use of our Digital Platforms may require registration, particularly in order to access restricted areas of our Digital Platforms.

- 4.2. We are not obliged to permit anyone to register with our Digital Platforms and we may refuse, terminate or suspend registration to anyone at any time.
- 4.3. You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4. If we have reason to believe there is likely to be a breach of security or misuse of our Digital Platforms through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5. Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Notice available [here](#)

## 5. INFRINGING CONTENT

### 5.1. We will use reasonable efforts to:

- 5.1.1. delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
- 5.1.2. identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights or is otherwise in breach of our Terms.

when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

- 5.2. If you believe that any content which is distributed or published by our Digital Platforms are inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details at the top of this page.

## 6. YOUR PRIVACY AND PERSONAL INFORMATION

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Notice available [here](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

## 7. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

- 7.1. The intellectual property rights in our Digital Platforms and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from our Digital Platforms (Content) are owned by us and our licensors.
- 7.2. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 7.3. Nothing in these Terms grants you any legal rights in our Digital Platforms or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on our Digital Platforms or the Content (including any

intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within our Digital Platforms or the Content.

## 8. SOFTWARE

- 8.1. Software may be made available for you to download in order for our Digital Platforms to work better. You will be granted a limited, non-exclusive licence to use any such software, subject to you agreeing to the terms and conditions that apply to such software (sometimes known as an 'end user licence agreement' or 'EULA').
- 8.2. You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be able to download the software.
- 8.3. You should read any terms and conditions carefully. They may contain provisions that set out your legal rights (for example, under the Consumer Protection Act and Protection of Personal Information act), your legal responsibilities when using the software, the software provider's legal responsibilities and any limitations on the software provider's legal responsibilities to you.
- 8.4. Any software made available on our Digital Platforms are solely for your personal, non-commercial use.
- 8.5. Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any other terms and conditions that apply to it) is expressly prohibited and may result in civil and criminal penalties.

## 9. SUBMITTING INFORMATION TO OUR DIGITAL PLATFORMS

- 9.1. While we try to make sure that our Digital Platforms are secure, we do not actively monitor or check whether information supplied to us through our Digital Platforms are confidential, commercially sensitive or valuable.
- 9.2. Other than any personal information which will be dealt with in accordance with our Privacy Notice, we do not guarantee that information supplied to us through our Digital Platforms will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

## 10. ACCURACY OF INFORMATION AND AVAILABILITY OF OUR DIGITAL PLATFORMS

- 10.1. We try to make sure that our Digital Platforms are accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that our Digital Platforms will be fit or suitable for any purpose. Any reliance that you may place on the information on our Digital Platforms are at your own risk.
- 10.2. We may suspend or terminate access or operation of our Digital Platforms at any time as we see fit.
- 10.3. Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and

should not be relied on for any purposes. You should always use your own independent judgment when using our Digital Platforms and its Content.

10.4. While we try to make sure that our Digital Platforms are available for your use, we do not promise that our Digital Platforms will be available at all times or that your use of our Digital Platforms will be uninterrupted.

#### 11. HYPERLINKS AND THIRD PARTY SITES

Our Digital Platforms may contain hyperlinks or references to third party advertising and websites other than our Digital Platforms. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

#### 12. LIMITATION ON OUR LIABILITY

12.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.1.1. losses that were not foreseeable to you and us when these Terms were formed;

12.1.2. losses that were not caused by any breach on our part;

12.1.3. business losses; and

12.1.4. losses to non-consumers.

#### 13. EVENTS BEYOND OUR CONTROL

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident; or epidemics or pandemics.

#### 14. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

#### 15. VARIATION

15.1. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15.

15.2. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on our Digital Platforms and by continuing to use and access our Digital Platforms following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

#### 16. DISPUTES

16.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

16.2. Relevant South African law will apply to these Terms. If you want to take court proceedings, the relevant courts of South Africa will have non-exclusive jurisdiction in relation to these Terms.