



TERMS AND CONDITIONS

1. Introduction

Welcome to Ubella. By accessing this website and purchasing products or services from Ubella, you agree to be bound by these Terms and Conditions.

These Terms and Conditions govern your use of our website, products, online courses, and related services.

2. Company Information

Trading Name: Ubella

Registered Company Name: Ubella International (Pty) Ltd

Registration Number: 2025/728528/07

Country of Domicile: South Africa

Physical Address:

3 Eriksen Close
Norscot
Sandton
2191
South Africa

Customer Service Contact Details:

Email: info@ubella.co.za

Telephone: 067 060 5687

3. Products and Services

Ubella offers premium beauty products, makeup tools and accessories, online beauty education, digital training courses, and related beauty services.

All products and services displayed on the website are subject to availability.

4. Transaction Currency

All transactions conducted through this website are processed in South African Rand (ZAR).

5. Pricing

Prices displayed on the website are subject to change without prior notice.

Ubella reserves the right to correct pricing errors, inaccuracies, or omissions at any time.

6. Payment

Payments may be made using approved payment methods available on the website.

Orders and course registrations will only be confirmed once payment has been successfully received and verified.



7. Delivery Policy

Local Deliveries

Orders within South Africa are delivered via Courier Guy or other approved courier partners.

Estimated delivery times are provided as guidelines and may vary depending on location and courier operations.

International Deliveries

International orders are shipped via DHL or approved international courier partners.

Customers are responsible for any customs duties, import taxes, VAT, clearance fees, or other charges imposed by the destination country.

Delivery times may vary depending on customs clearance procedures and destination requirements.

8. Digital Products and Online Courses

Access to online courses and digital content will be granted upon successful payment.

Course access is intended solely for the registered purchaser and may not be copied, shared, reproduced, distributed, or resold without prior written consent from Ubella.

Ubella reserves the right to suspend or terminate access where unauthorized sharing or misuse is detected.

9. Cancellation Policy

Physical product orders may be cancelled before dispatch.

Once an order has been dispatched, the Returns and Refund Policy shall apply. (As mentioned in Subsection 10)

Digital products, online courses, and downloadable content may not be cancelled once access has been granted.

10. Returns and Refund Policy

Physical Products

Products may be returned within 7 days of delivery provided that:

- The product is unused;
- The product remains unopened where applicable;
- The product is returned in its original packaging;
- The product is in a re-sellable condition.



Damaged or Defective Products

Customers must notify Ubella within 7 days of receiving a damaged or defective product.

Upon verification, Ubella may replace the item or issue a refund at its discretion and in accordance with applicable consumer protection laws.

Digital Products

Due to the nature of digital content, online courses, downloadable materials, and digital products are non-refundable once access has been granted, except where required by law.

11. Privacy Policy

Ubella respects and protects the privacy of its customers.

Information collected may include:

- Name and surname
- Contact details
- Delivery address
- Billing information
- Purchase history
- Website usage information

This information is used to:

- Process orders and payments;
- Deliver products and services;
- Provide customer support;
- Improve customer experience;
- Comply with legal and regulatory obligations.

Ubella does not sell or rent customer information to third parties.

Information may be shared with trusted service providers, payment processors, and courier companies solely for the purpose of fulfilling customer orders and providing services.

12. Export Restrictions

Customers are responsible for ensuring that products purchased from Ubella comply with the import regulations of their destination country.

Ubella shall not be responsible for customs restrictions, import prohibitions, customs delays, duties, taxes, or regulatory requirements imposed by foreign jurisdictions.



13. Intellectual Property

All website content, including but not limited to logos, trademarks, text, images, videos, graphics, training materials, course content, product descriptions, and branding, remains the property of Ubella and is protected by intellectual property laws.

No content may be copied, reproduced, distributed, modified, or used without prior written permission.

14. Limitation of Liability

Ubella shall not be liable for any indirect, incidental, consequential, or special damages arising from the use of its products, services, website, or online courses.

Customers use the website and services at their own risk.

15. Governing Law

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

Any disputes arising from the use of this website shall be subject to the exclusive jurisdiction of the South African courts.

16. Amendments

Ubella reserves the right to amend these Terms and Conditions at any time.

Any changes will be published on the website and shall take effect immediately upon publication.

17. Contact Information

For any questions regarding these Terms and Conditions, please contact:

Ubella International (Pty) Ltd

3 Eriksen Close
Norscot
Sandton
2191
South Africa

Email: info@ubella.co.za

Telephone: 067 060 5687

Country of Domicile: South Africa

One thing still missing for full Visa/Mastercard compliance is a **separate Privacy Policy page**. Most payment providers prefer:

1. Terms & Conditions
2. Privacy Policy
3. Returns & Refund Policy



Copy right:

UBELLA (Proprietary) Limited ("Company"/ "we"/"us"/"our") manages the UBELLA Website and the Course Materials uploaded for its service offering. These Course Terms and Conditions (hereinafter referred to as the "Terms"), govern your use of our Course Materials, made available via our Website. By purchasing, registering for, accessing or participating in any Course, the Client acknowledges that they have read, understood and agreed to be bound by these Terms and Conditions.

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1. In these Terms, the following expressions and words have the meanings assigned to them and derivative expressions and words will have a corresponding meaning:

- 1.1.1. **"Client"** means the individual purchasing, accessing or participating in the Course;
- 1.1.2. **"Course"** means any online course, make-up artistry programme, beauty education programme, workshop, webinar, masterclass, tutorial, certification programme, live session, recorded session, downloadable educational material, learning resource, assessment, digital content or educational service provided by the Company through any medium or platform;
- 1.1.3. **"Confidential Information"** includes all non-public information relating to the Company, including:
 - 1.1.3.1. course methodologies;
 - 1.1.3.2. training systems;
 - 1.1.3.3. educational frameworks;
 - 1.1.3.4. lesson sequencing;
 - 1.1.3.5. make-up application techniques;
 - 1.1.3.6. demonstrations;
 - 1.1.3.7. proprietary educational materials;
 - 1.1.3.8. business methods;
 - 1.1.3.9. pricing structures;
 - 1.1.3.10. customer information;
 - 1.1.3.11. downloadable resources;
 - 1.1.3.12. digital materials;
 - 1.1.3.13. unpublished content; and
 - 1.1.3.14. all information reasonably regarded as confidential.
- 1.1.4. **"Content"** means all videos, audio recordings, presentations, teaching methods, lesson materials, graphics, branding, documents, templates, photographs, tutorials and educational materials made available through the Course;
- 1.1.5. **"Platform"** means the website, application or learning management system through which the Course is delivered;
- 1.1.6. **"Intellectual Property Rights"** includes copyright, trade marks, designs, know-how, confidential information and all related proprietary rights.

2. SERVICE DESCRIPTION

- 2.1. The Company operates a beauty education and training business and provides, amongst other things:
 - 2.1.1. online make-up training courses;
 - 2.1.2. self-paced digital learning programmes;
 - 2.1.3. downloadable educational materials;
 - 2.1.4. live and recorded video tutorials;
 - 2.1.5. make-up artistry training programmes;
 - 2.1.6. personal make-up application training;



- 2.1.7. professional make-up artist development and certification programmes;
 - 2.1.8. beauty and hairstyling workshops;
 - 2.1.9. practical demonstrations and educational masterclasses;
 - 2.1.10. beauty-related resources, templates, guides and learning materials; and
 - 2.1.11. such additional educational, beauty, cosmetic, personal development and related services as the Company may make available from time to time.
- 2.2. The Courses may be delivered through recorded videos, livestream sessions, downloadable content, virtual classrooms, webinars, workshops, assessments, digital materials, mobile applications, websites, learning management systems or any other delivery platform designated by the Company.

3. DURATION AND TERMINATION OF LICENCE

- 3.1. The Client's licence to access the Course shall commence upon successful payment and enrolment.
- 3.2. Access to the Course shall continue:
- 3.2.1. for the specific duration advertised or communicated by the Company in respect of the applicable Course;
 - 3.2.2. for so long as the Course remains available on the Platform, where lifetime access has been advertised; or
 - 3.2.3. until terminated in accordance with these Terms.
- 3.3. Where the Company offers "lifetime access", such access shall mean access for the commercial lifetime of the Course and subject to:
- 3.3.1. continued operation of the Platform;
 - 3.3.2. continued availability of the Course;
 - 3.3.3. technological compatibility; and
 - 3.3.4. compliance by the Client with these Terms.
- 3.4. The licence granted to the Client shall immediately terminate if:
- 3.4.1. the Client breaches these Terms;
 - 3.4.2. payment is reversed or disputed;
 - 3.4.3. the Client infringes the Company's Intellectual Property Rights; or
 - 3.4.4. the Company reasonably suspects unauthorised access or misuse of the Platform.
- 3.5. Upon termination:
- 3.5.1. all rights of access granted to the Client shall immediately cease;
 - 3.5.2. the Client shall cease all use of the Course Content;
 - 3.5.3. the Client shall not retain, reproduce or distribute downloaded Content except where expressly permitted; and
 - 3.5.4. clauses relating to Intellectual Property Rights, confidentiality, restrictions on use, limitation of liability, dispute resolution and POPIA shall survive termination indefinitely.
- 3.6. Termination or expiry of access shall not limit any rights or remedies available to the Company under law or these Terms.

4. LICENSE TO ACCESS COURSE

- 4.1. We grant the Client a **limited, revocable, non-exclusive, non-transferable** license to access and use the Course solely for **personal educational purposes**.
- 4.2. The Client acquires no ownership rights in the Content.
- 4.3. Each Course licence is issued to a single authorised Client only.
- 4.4. Shared usage, group usage, account sharing, password sharing or simultaneous multi-user access is strictly prohibited unless expressly authorised in writing by the Company.



5. INTELLECTUAL PROPERTY OWNERSHIP

- 5.1. All Intellectual Property Rights in the Course and Content remain the sole and exclusive property of the Company and/or its licensors. Such Intellectual Property Rights include, without limitation, course curricula, lesson plans, educational frameworks, training methodologies, make-up application techniques, proprietary teaching methods, instructional demonstrations, certification materials, assessment materials, photographs, video recordings, trademarks, branding elements, educational content, all modifications, enhancements and derivative works thereof.
- 5.2. Nothing in these Terms transfers any Intellectual Property Rights to the Client.
- 5.3. The Company may implement technological protection measures including watermarking, download restrictions, account verification, access limitations and device authentication.
- 5.4. Circumvention of such measures is prohibited.

6. PROHIBITED CONDUCT

- 6.1. The Client shall not, directly or indirectly:
 - 6.1.1. reproduce, duplicate or copy any Content;
 - 6.1.2. record, screen-record or capture the Course;
 - 6.1.3. distribute or share Course materials;
 - 6.1.4. upload Content to any platform or social media;
 - 6.1.5. resell or commercially exploit the Course;
 - 6.1.6. share login credentials;
 - 6.1.7. permit third-party access;
 - 6.1.8. modify or create derivative works from the Content;
 - 6.1.9. use the Content to create competing educational material;
 - 6.1.10. remove copyright or proprietary notices;
 - 6.1.11. use any Course Content, methodology, demonstration or educational material for commercial training, consulting, coaching, workshops, social media monetisation or revenue-generating purposes without the Company's prior written consent;
 - 6.1.12. use the Course Content in any salon, academy, educational institution or beauty training business;
 - 6.1.13. reproduce the Company's educational methodology under another brand or business name.
- 6.2. **Restriction on Creation of Competing Courses**
 - 6.2.1. The Client shall not:
 - 6.2.1.1. reproduce or replicate the Course or any substantial part thereof;
 - 6.2.1.2. use the Course materials to create any competing course, programme, workshop, tutorial, masterclass or educational product;
 - 6.2.1.3. prepare derivative educational materials based on the Course;
 - 6.2.1.4. train third parties using reproduced or substantially similar Course materials;
 - or
 - 6.2.1.5. commercially exploit the Course Content without the prior written consent of the Company.

For purposes of this 6.2, clause, "**substantial part**" shall include any material reproduction of the Company's educational structure, teaching methodology, lesson sequence, proprietary training materials, visual demonstrations or instructional content.

6.3. AI Restrictions

- 6.3.1. The Client shall not upload, submit, reproduce, scrape, extract, process, analyse or otherwise use any Course Content for the purpose of training, developing, improving or operating any artificial intelligence system, machine learning model, generative AI platform, automated educational tool or similar technology without the Company's prior written consent.
- 6.3.2. The Client shall not use any automated means to capture, harvest, download or reproduce Course Content.

6.4. User-Generated Content

- 6.4.1. The Client grants the Company a non-exclusive, royalty-free, worldwide licence to use, reproduce, display and publish any testimonials, photographs, videos, reviews, assignments or content voluntarily submitted by the Client for marketing, educational, promotional or operational purposes.
- 6.4.2. The Client warrants that any submitted content does not infringe third-party rights.

6.5. Infringement Monitoring and Enforcement

- 6.5.1. The Company reserves the right to:
 - 6.5.1.1. monitor Platform usage;
 - 6.5.1.2. investigate suspected intellectual property infringement;
 - 6.5.1.3. suspend accounts associated with unauthorised use;
 - 6.5.1.4. issue takedown demands;
 - 6.5.1.5. trace unauthorised distribution through watermarking or digital identification technologies; and
 - 6.5.1.6. institute civil and/or criminal proceedings where appropriate.
- 6.5.2. The Client shall not circumvent, disable, interfere with or otherwise defeat any technological protection measures, security systems or Digital Rights Management tools implemented by the Company

7. CONFIDENTIALITY

- 7.1. The Client acknowledges that certain methodologies, training systems, techniques and educational frameworks used in the Course constitute proprietary confidential information belonging to the Company.
- 7.2. The Client undertakes:
 - 7.2.1. to keep Confidential Information strictly confidential;
 - 7.2.2. not to disclose Confidential Information to any third party;
 - 7.2.3. not to use Confidential Information for any purpose other than participation in the Course;
 - 7.2.4. to implement reasonable safeguards to prevent unauthorised disclosure;
 - 7.2.5. not to copy, reproduce or retain Confidential Information except as expressly permitted.
- 7.3. The obligations in this clause shall survive termination of these Terms indefinitely.
- 7.4. The Client acknowledges that unauthorised disclosure may cause irreparable harm to the Company and that the Company shall be entitled to seek urgent interdictory relief.

8. FEES

- 8.1. All fees are payable in advance.
- 8.2. Unless otherwise required by the Consumer Protection Act 68 of 2008, course fees are non-refundable once access to the Course has been granted.

9. ACCESS AND AVAILABILITY

- 9.1. The Company does not guarantee uninterrupted access to the Platform and may suspend access for maintenance, security or operational purposes.

10. BREACH AND SUSPENSION

- 10.1. The Company may immediately suspend or terminate access to the Course if the Client breaches these Terms.
- 10.2. The Company reserves the right to pursue legal remedies including damages, penalties and urgent interdictory relief.
- 10.3. If either party commits a material breach of these Terms and Conditions and fails to remedy that breach within 7 (seven) calendar days after written notice, the aggrieved party may claim specific performance; claim damages and/or terminate the agreement on written notice.

11. NOTICES AND DOMICILIUM

11.1 The parties select as their respective *domicilia citandi et executandi* as follows:

11.1.1. Client

Physical Address	
Email Address	

11.1.2. Company:

Physical Address	3 Eriksen Close, Norscot, Sandton 2191
Email Address	info@ubella.co.za

11.2 The parties will send all legal and other notices or court processes by hand delivery, prepaid registered post, courier, fax or email to an address or number given. Notice will be considered to be delivered on the date shown on any hand-delivered, prepaid registered post, courier, fax or email confirmation of delivery.

12. DISPUTE RESOLUTION

- 12.1. Any dispute arising from this Agreement shall first be referred to senior representatives of the parties for resolution.
- 12.2. If unresolved within 10 Business Days, either party may institute legal proceedings in the courts of South Africa.

13. LIMITATION OF LIABILITY

- 13.1. To the fullest extent permitted by law, the Company shall not be liable for indirect, consequential or special damages arising from use of the Course or Platform.
- 13.2. To the maximum extent permitted by law, the Client uses these Services at its own risk and shall not hold the Company liable for any damages of whatsoever nature.

14. POPIA AND DATA PROTECTION

- 14.1. The Company processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA").
- 14.2. The Client consents to the processing of personal information for purposes relating to enrolment, course administration, certification, communication, payment processing and lawful business operations.
- 14.3. The Company shall implement appropriate technical and organisational safeguards to protect personal information.



- 14.4. The Client may request access to, correction or deletion of personal information in accordance with POPIA.
- 14.5. By accepting these Terms, the Client consents to the processing of personal information for the purposes contemplated herein.
- 14.6. The Company may appoint third-party operators, service providers or payment processors to process personal information on its behalf and shall take reasonable measures to ensure that such operators maintain appropriate security safeguards.
- 14.7. Personal information may be stored electronically, including through cloud-based systems and international service providers, subject to applicable legal safeguards.
- 14.8. The Client has the right to:
- 14.8.1. request access to personal information;
 - 14.8.2. request correction or deletion;
 - 14.8.3. object to certain processing activities;
 - 14.8.4. withdraw consent where applicable; and
 - 14.8.5. lodge a complaint with the Information Regulator.
- 14.9. The Company shall retain personal information only for as long as reasonably necessary to fulfil lawful business or legal purposes.

15. GOVERNING LAW

- 15.1. This Agreement shall be governed by the laws of the Republic of South Africa.
- 15.2. The parties consent to the jurisdiction of the South African courts.

16. GENERAL PROVISIONS

- 16.1. This Agreement constitutes the entire Agreement between the parties in respect of the subject matter hereof.
- 16.2. No variation or consensual cancellation of this Agreement and no addition to this Agreement shall be of any force or effect unless reduced to writing and signed.
- 16.3. No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given.
- 16.4. Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable.
- 16.5. Notwithstanding termination of this Agreement, any clause which, from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect. In particular, clauses relating to Intellectual Property Rights, confidentiality, restrictions on use, POPIA, limitation of liability and dispute resolution shall survive termination indefinitely.



17. SIGNATURE AND ACCEPTANCE

17.1. I, the undersigned Client, acknowledges and agrees that:

17.1.1. electronic acceptance of these Terms constitutes valid and binding agreement;

17.1.2. electronic communications satisfy any legal requirement for writing;

17.1.3. ticking an acceptance box, accessing the Platform or purchasing a Course constitutes acceptance of these Terms;

17.1.4. this Agreement is concluded in accordance with the Electronic Communications and Transactions Act 25 of 2002.

For Client in acceptance	
Name	
Date	
Signature	