Terms & Conditions

Updated at 2022-03-01

General Terms

By accessing and placing an order with The Manser Group, you confirm that you are in agreement with and bound by the terms

of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other

type of communication between you and The Manser Group.

Under no circumstances shall The Manser Group team be liable for any direct, indirect, special, incidental or consequential

damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this

site, even if The Manser Group team or an authorized representative has been advised of the possibility of such damages. If

your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any

costs thereof.

The Manser Group will not be responsible for any outcome that may occur during the course of usage of our resources. We

reserve the rights to change prices and revise the resources usage policy in any moment.

License

The Manser Group grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the

website strictly in accordance with the terms of this Agreement.

These Terms & Conditions are a contract between you and The Manser Group (referred to in these Terms & Conditions as "The

Manser Group", "us", "we" or "our"), the provider of the The Manser Group website and the services accessible from the The

Manser Group website (which are collectively referred to in these Terms & Conditions as the "The Manser Group Service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use

the The Manser Group Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you

represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your

account without notice.

Definitions and key terms

To help explain things as clearly as possible in this Terms & Conditions, every time any of these terms are referenced, are

strictly defined as:

l Cookie: small amount of data generated by a website and saved by your web browser. It is used to identify your browser,

provide analytics, remember information about you such as your language preference or login information.

l Company: when this policy mentions “Company,” “we,” “us,” or “our,” it refers to The Manser Group, 3546 PARANOMUS

ROAD BETTYS BAY BETTYS BAY WESTERN CAPE 7141 that is responsible for your information under this Terms &

Conditions.

l Country: where The Manser Group or the owners/founders of The Manser Group are based, in this case is South Africa

l Device: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit The

Manser Group and use the services.

l Service: refers to the service provided by The Manser Group as described in the relative terms (if available) and on this

platform.

l Third-party service: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide

our content or whose products or services we think may interest you.

l Website: The Manser Group."’s" site, which can be accessed via this URL: www.themansergroup.com

l You: a person or entity that is registered with The Manser Group to use the Services.

Restrictions

You agree not to, and you will not permit others to:

l License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the

website or make the platform available to any third party.

l Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the website.

l Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of The Manser Group or

its affiliates, partners, suppliers or the licensors of the website.

Return and Refund Policy

Thanks for shopping at The Manser Group. We appreciate the fact that you like to buy the stuff we build. We also want to make

sure you have a rewarding experience while you’re exploring, evaluating, and purchasing our products.

As with any shopping experience, there are terms and conditions that apply to transactions at The Manser Group. We’ll be as

brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase at The Manser

Group, you agree to the terms along with The Manser Group."’s" Privacy Policy.

If, for any reason, You are not completely satisfied with any good or service that we provide, don't hesitate to contact us and we

will discuss any of the issues you are going through with our product.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to The Manser

Group with respect to the website shall remain the sole and exclusive property of The Manser Group.

The Manser Group shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way

without any credit or any compensation to you.

Your Consent

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site

and how it's being used. By using our website, registering an account, or making a purchase, you hereby consent to our Terms

& Conditions.

Links to Other Websites

This Terms & Conditions applies only to the Services. The Services may contain links to other websites not operated or

controlled by The Manser Group. We are not responsible for the content, accuracy or opinions expressed in such websites, and

such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you

use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and

interaction on any other website, including those that have a link on our platform, is subject to that website’s own rules and

policies. Such third parties may use their own cookies or other methods to collect information about you.

Cookies

The Manser Group uses "Cookies" to identify the areas of our website that you have visited. A Cookie is a small piece of data

stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality

of our website but are non-essential to their use. However, without these cookies, certain functionality like videos may become

unavailable or you would be required to enter your login details every time you visit the website as we would not be able to

remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you

disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally

Identifiable Information in Cookies.

Changes To Our Terms & Conditions

You acknowledge and agree that <?=The Manser Group;?> may stop (permanently or temporarily) providing the Service (or any

features within the Service) to you or to users generally at <?=The Manser Group;?>’s sole discretion, without prior notice to

you. You may stop using the Service at any time. You do not need to specifically inform <?=The Manser Group;?> when you

stop using the Service. You acknowledge and agree that if <?=The Manser Group;?> disables access to your account, you may

be prevented from accessing the Service, your account details or any files or other materials which is contained in your account.

If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions

modification date below.

Modifications to Our website

The Manser Group reserves the right to modify, suspend or discontinue, temporarily or permanently, the website or any service

to which it connects, with or without notice and without liability to you.

Updates to Our website

The Manser Group may from time to time provide enhancements or improvements to the features/ functionality of the website,

which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the website. You agree that The Manser Group has no

obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the

website to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the website, and (ii) subject to the terms

and conditions of this Agreement.

Third-Party Services

We may display, include or make available third-party content (including data, information, applications and other products

services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that The Manser Group shall not be responsible for any Third-Party Services, including their

accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The

Manser Group does not assume and shall not have any liability or responsibility to you or any other person or entity for any

Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at

your own risk and subject to such third parties' terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by you or The Manser Group.

The Manser Group may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or

without prior notice.

This Agreement will terminate immediately, without prior notice from The Manser Group, in the event that you fail to comply with

any provision of this Agreement. You may also terminate this Agreement by deleting the website and all copies thereof from

your computer.

Upon termination of this Agreement, you shall cease all use of the website and delete all copies of the website from your

computer.

Termination of this Agreement will not limit any of The Manser Group's rights or remedies at law or in equity in case of breach

by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Copyright Infringement Notice

If you are a copyright owner or such owner’s agent and believe any material on our website constitutes an infringement on your

copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner

or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact

information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief

that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification

is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

Indemnification

You agree to indemnify and hold The Manser Group and its parents, subsidiaries, affiliates, officers, employees, agents,

partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of

your: (a) use of the website; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The website is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the

maximum extent permitted under applicable law, The Manser Group, on its own behalf and on behalf of its affiliates and its and

their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or

otherwise, with respect to the website, including all implied warranties of merchantability, fitness for a particular purpose, title

and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limitation to the foregoing, The Manser Group provides no warranty or undertaking, and makes no representation of any

kind that the website will meet your requirements, achieve any intended results, be compatible or work with any other software, ,

systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any

errors or defects can or will be corrected.

Without limiting the foregoing, neither The Manser Group nor any The Manser Group's provider makes any representation or

warranty of any kind, express or implied: (i) as to the operation or availability of the website, or the information, content, and

materials or products included thereon; (ii) that the website will be uninterrupted or error-free; (iii) as to the accuracy, reliability,

or currency of any information or content provided through the website; or (iv) that the website, its servers, the content, or

e-mails sent from or on behalf of The Manser Group are free of viruses, scripts, trojan horses, worms, malware, timebombs or

other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory

rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of The Manser Group and any of its suppliers under any

provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you

for the website.

To the maximum extent permitted by applicable law, in no event shall The Manser Group or its suppliers be liable for any

special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for

loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way

related to the use of or inability to use the website, third-party software and/or third-party hardware used with the website, or

otherwise in connection with any provision of this Agreement), even if The Manser Group or any supplier has been advised of

the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation

or exclusion may not apply to you.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to

accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions

will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by The Manser Group on the Services,

shall constitute the entire agreement between you and The Manser Group concerning the Services. If any provision of this

Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of

the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement

shall be deemed a further or continuing waiver of such term or any other term, and The Manser Group."’s" failure to assert any

right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND The Manser Group

AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN

ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY

BARRED.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall

not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a

breach constitute waiver of any subsequent breach.

o failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall

operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement

preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any

applicable purchase or other terms, the terms of this Agreement shall govern.

Amendments to this Agreement

The Manser Group reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is

material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be

determined at our sole discretion.

By continuing to access or use our website after any revisions become effective, you agree to be bound by the revised terms. If

you do not agree to the new terms, you are no longer authorized to use The Manser Group.

Entire Agreement

The Agreement constitutes the entire agreement between you and The Manser Group regarding your use of the website and

supersedes all prior and contemporaneous written or oral agreements between you and The Manser Group.

You may be subject to additional terms and conditions that apply when you use or purchase other The Manser Group's

services, which The Manser Group will provide to you at the time of such use or purchase.

Updates to Our Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our

Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make

changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the

Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Intellectual Property

The website and its entire contents, features and functionality (including but not limited to all information, software, text,

displays, images, video and audio, and the design, selection and arrangement thereof), are owned by The Manser Group, its

licensors or other providers of such material and are protected by South Africa and international copyright, trademark, patent,

trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced,

downloaded or distributed in any way, in whole or in part, without the express prior written permission of The Manser Group,

unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

Agreement to Arbitrate

This section applies to any dispute EXCEPT IT DOESN’T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE

OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR The Manser Group."’s"

INTELLECTUAL PROPERTY RIGHTS. The term “dispute” means any dispute, action, or other controversy between you and

The Manser Group concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance,

or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

Notice of Dispute

In the event of a dispute, you or The Manser Group must give the other a Notice of Dispute, which is a written statement that

sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief

requested. You must send any Notice of Dispute via email to: info@themansergroup.com. The Manser Group will send any

Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and The Manser Group

will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent.

After sixty (60) days, you or The Manser Group may commence arbitration.

Binding Arbitration

If you and The Manser Group don’t resolve any dispute by informal negotiation, any other effort to resolve the dispute will be

conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in

as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in

accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or

preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party’s rights or property

pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the

prevailing party shall be borne by the non-prevailing party.

Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or

proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree

that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of

The Manser Group without any compensation or credit to you whatsoever. The Manser Group and its affiliates shall have no

obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any

purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and

services using such ideas.

Promotions

The Manser Group may, from time to time, include contests, promotions, sweepstakes, or other activities (“Promotions”) that

require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate

rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are

responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion,

you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and

conditions are made a part of this Agreement by this reference.

Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we

shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall

have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If

your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to

your credit card account or other payment account in the amount of the charge.

Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be

unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of

these Terms & Conditions will be effective only if in writing and signed by an authorized representative of The Manser Group.

The Manser Group will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in

the event of any breach or anticipatory breach by you. The Manser Group operates and controls the The Manser Group Service

from its offices in South Africa. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or

country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access

the The Manser Group Service from other locations do so on their own initiative and are solely responsible for compliance with

local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the The

Manser Group Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and

The Manser Group concerning its subject matter, and cannot be changed or modified by you. The section headings used in this

Agreement are for convenience only and will not be given any legal import.

Disclaimer

The Manser Group is not responsible for any content, code or any other imprecision.

The Manser Group does not provide warranties or guarantees.

In no event shall The Manser Group be liable for any special, direct, indirect, consequential, or incidental damages or any

damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of

the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the

contents on the Service at any time without prior notice.

The The Manser Group Service and its contents are provided "as is" and "as available" without any warranty or representations

of any kind, whether express or implied. The Manser Group is a distributor and not a publisher of the content supplied by third

parties; as such, The Manser Group exercises no editorial control over such content and makes no warranty or representation

as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via

the The Manser Group Service. Without limiting the foregoing, The Manser Group specifically disclaims all warranties and

representations in any content transmitted on or in connection with the The Manser Group Service or on sites that may appear

as links on the The Manser Group Service, or in the products provided as a part of, or otherwise in connection with, the The

Manser Group Service, including without limitation any warranties of merchantability, fitness for a particular purpose or

non-infringement of third party rights. No oral advice or written information given by The Manser Group or any of its affiliates,

employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change

without notice. Without limiting the foregoing, The Manser Group does not warrant that the The Manser Group Service will be

uninterrupted, uncorrupted, timely, or error-free.

Contact Us

Don't hesitate to contact us if you have any questions.

l Via Email: info@themansergroup.com