Terms and conditions

1. About our Terms

This website is provided and operated by The Malaysian Red Crescent Society, National Headquarters, Lot PT 54, Lengkok Belfield, Off Jalan Wisma Putra, 50460, Kuala Lumpur.

These terms and conditions (the 'Terms') explain how you may use this website (www.mrcscommunity.org.my, the 'Site') is provided to you free of charge.

You should read these Terms carefully before using the Site.

By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

Kindly refrain from using this site if you disagree with any of these terms.

The Malaysian Red Crescent Society reserves the right to change these Terms at any time.

2. Using the Site

The Site is for your personal and non-commercial use only.

You agree that you are solely responsible for all costs and expenses you may incur in relation to your usage of this site.

The Site is intended for use only by those who can access it from within Malaysia. If you choose to access the Site from any locations outside Malaysia, you are responsible for compliance with local laws where they are applicable.

We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, the documents referred to in them or any applicable law.

3. Ownership, use and intellectual property rights

This Site and all intellectual property rights in it, including but not limited to any text, images, video, audio or other multimedia content, or other information or material on the Site ('Content'), are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as copyright, trade marks, domain names, design rights, patents and other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).

We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

The following intellectual property rights restrictions apply to your use of this Site:

- Commercial use or publication of any or all of the Content is strictly prohibited without prior authorisation from us. Nothing contained herein shall be construed as conferring any licence to use any item displayed, other than as necessary to enable you to access the Site.
- The Red Cross and Red Crescent emblems are protected trade marks under international and national laws. Use of these trade marks is strictly prohibited without prior authorisation from us or the relevant trade mark owner.
- You may print off one copy, and may download extracts, of any page(s) of our Site for your personal private use and you may draw the attention of others within your organisation to Content posted. However, you must not modify the paper or digital copies of any Content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Images from Reuters Alertnet courtesy of <u>AlertNet</u> humanitarian aid and disasters news. Other than as set out at section c. above, use of these images is strictly prohibited without prior authorisation from the copyright owner.

4. Rules about linking to our Site

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site on any website that is not owned by you.

Our Site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

5. Site services

We reserve the right to vary any event registration fees and the prices of any goods or services listed without notice. All event registrations and orders for goods and services are subject to availability. We reserve the right to refuse to accept any registration and to refuse to supply any goods or services to any individual.

6. Accuracy of information and availability of the Site

While we try to make sure that the Site is available, accurate, up-to-date and free from bugs, we do not warrant that provision of the Site will be uninterrupted or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or bugs.

The Site is provided "as is". We do not promise that the Site will be fit or suitable for any purpose. The Site and the Content are provided for your general information purposes only and to inform you about us and our activities, news, services and other websites that may be of interest. The Content does not constitute technical, financial or legal advice or any other type of advice and neither the Site nor the Content should be relied upon for any purposes.

We may suspend or terminate operation of the Site at any time as we see fit.

We recommend that you take appropriate safeguards to protect against viruses before downloading any Content.

7. Hyperlinks and references to other websites

The Site may contain links or references to websites operated by other organisations. Any such links or references are provided for your convenience only. We do not control such websites, and are not responsible for their contents. Our inclusion of links or references to such websites does not imply any endorsement of the material on such websites or any association with their operators. You are responsible for evaluating the accuracy and completeness of any information contained on third party websites, and also the value and integrity of any goods and services offered.

Your use of a third party website may be governed by the terms and conditions of that third party site.

8. Security of the Site

Although the Site uses encryption security software in areas where online payment details are accepted, the security of information and payments transmitted via the internet cannot be guaranteed.

9. Limitation on our liability

Except for any legal responsibility that we cannot exclude at law (such as death or personal injury), we are not legally responsible for any:

- a) losses that: (i) were not foreseeable to you and us when these Terms were formed; or (ii) that were not caused by any breach on our part;
- b) business losses; or
- c) losses to non-consumers.

To the extent permissible under applicable law, we are not legally responsible for any losses or damage incurred or sustained by viruses transmitted via the Site and the Content, or incurred or sustained when transmitting information by email or otherwise over the internet.

10. Events beyond our control

We shall have no liability to you for any breach of these Terms, or loss or damage which may be suffered by you or any third party due to any event or circumstance 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.

11. Rights of third parties

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

12. Variation

No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site 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.

13. Disputes

If you are unhappy with our services, please contact us.

If a legal dispute were to arise out of a complaint on the handling procedure of this website, we will:

- let you know that we cannot settle the dispute with you; and
- give you certain information about our alternative dispute resolution provider.

These Terms, their subject matter and their formation, are governed by law.

You and we both agree that the courts of Malaysia will have exclusive jurisdiction

14. Queries

If you have any queries regarding these Terms, please contact us at: secgen@redcrescent.org.my