

INTRODUCTION

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Without prejudice to the generality of the foregoing paragraph, Red Communications Sdn Bhd does not warrant that:

This website will be constantly available, or available at all; or the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.

EXCEPTIONS

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Red Communications Sdn Bhd liability in respect of any: death or personal injury caused by Red Communications Sdn Bhd negligence; fraud or fraudulent misrepresentation on the part of Red Communications Sdn Bhd; or matter which it would be illegal or unlawful for Red Communications Sdn Bhd to exclude or limit, or to attempt or purport to exclude or limit, its liability.

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By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

OTHER PARTIES

You accept that, as a limited liability entity, Red Communications Sdn Bhd has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Red Communications Sdn Bhd officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Red Communications Sdn Bhd officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Red Communications Sdn Bhd.

UNENFORCEABLE PROVISIONS

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

INDEMNITY

You hereby indemnify Red Communications Sdn Bhd and undertake to keep Red Communications Sdn Bhd indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Red Communications Sdn Bhd to a third party in settlement of a claim or dispute on the advice of Red Communications Sdn Bhd legal advisers incurred or suffered by Red Communications Sdn Bhd arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to Red Communications Sdn Bhd other rights under these terms and conditions, if you breach these terms and conditions in any way, Red Communications Sdn Bhd may take such action as Red Communications Sdn Bhd deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

VARIATION

Red Communications Sdn Bhd may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

ASSIGNMENT

Red Communications Sdn Bhd may transfer, sub-contract or otherwise deal with Red Communications Sdn Bhd rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between you and Red Communications Sdn Bhd in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.