# KrisShop Platform and Sale Terms

(Applicable to all countries except United Kingdom (UK) and European Union (EU) customers. For UK and EU customers, please go [here](https://www.krisshop.com/en/page/platform-and-sale-terms-ukeu).)

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KrisShop Pte. Ltd. (“**we**”, “**us**”, “**our**”), an affiliate of Singapore Airlines Limited (“**SIA**”, and together with its affiliates, the “**SIA Group**”), owns and operates KrisShop. KrisShop enables you to purchase various goods, services, vouchers, subscriptions, and other experiences (individually and collectively known as “**Products**”). You may access KrisShop through various platforms including our website (“**Website**”), our mobile application (“**App**”), in-flight entertainment systems, or through third-party platforms, websites or applications that KrisShop has been integrated with (collectively known as our “**Platforms**”).

This page sets out the KrisShop terms of use (“**Terms**”). The Terms on this page are important because they describe:

* the rules to be followed when using the Platforms;
* the terms and conditions that apply to any purchase you make on the Platforms; and
* how to resolve any disputes that may arise from your purchases on or use of the Platforms.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR PLATFORMS.

When we use “**you**” or “**your**” in these Terms, we refer to anyone who accesses or uses our Platforms. By accessing or using our Platforms, you acknowledge that you have read these Terms and indicate your agreement to be bound by these Terms and the documents referred to in them. If you do not agree to any part of these Terms, you should stop using the Platforms immediately.

If you have any questions, comments, complaints or claims with respect to our Platforms or Products, you may contact us at:

Email: [krisshopcustomercare@krisshop.com](mailto:krisshopcustomercare@krisshop.com)

Address: KrisShop Pte. Ltd. of 51 Changi Business Park Central 2, The Signature, #08-06/07, Singapore 486066

Phone No. (only available from Monday to Friday, 8:30am to 5:30pm (Singapore time) excluding public holidays in Singapore):

* + Singapore: +65 6407 5414
  + Malaysia: +60 3-9212 5495
  + Indonesia: +62 855 7467 4602
  + Australia: +61 2 7908 2644
  + New Zealand: +64 9 801 1145

Live Chat support available on KrisShop.com (only available from Monday to Friday, 8:30am to 5:30pm (Singapore time) excluding public holidays in Singapore

## Quick Links

* [Part A: Platform Terms](https://www.krisshop.com/en/page/platform-and-sale-terms#platform)
* [Part B: Terms and Conditions of Sale](https://www.krisshop.com/en/page/platform-and-sale-terms#sale)
* [Part C: General Terms](https://www.krisshop.com/en/page/platform-and-sale-terms#general)
* [Part D: Country-Specific Terms](https://www.krisshop.com/en/page/platform-and-sale-terms#country) (applicable for Australia, Indonesia, South Korea, and the United States)

## Part A: Platform Terms

**1. USING THE PLATFORM**

1.1 You agree to use our Platforms in accordance with these Terms and for lawful and proper purposes. Further, you agree not to:

1.1.1 pass off or attempt to pass off our Platforms as the product of anyone other than us, including removing, altering or replacing any notices of authorship, trademarks, business names, logos or other designations of origin;

1.1.2 interfere with or disrupt our Platforms, or servers or networks connected to our Platforms, including running or activating processes on our Platforms that interfere with their proper working or place an unreasonable load on our Platforms’ infrastructure;

1.1.3 violate the security of any network, including cracking passwords or encryption codes, transferring or storing any illegal material, or otherwise obtaining the password, account or private information from any other user of our Platforms;

1.1.4 obtain or attempt to obtain unauthorised access, via whatever means, to any of our systems and those of the SIA Group;

1.1.5 disassemble, reverse engineer, decompile or modify any software or application contained in or available on our Platforms in whole or in part, or otherwise attempt to obtain or access the source code of our Platforms;

1.1.6 use manual or automated software or processes to extract, export or otherwise scrape any material displayed on our Platforms, including text, graphics, photographs, images, illustrations, audio, video, data, ratings, reviews and other information (“**Content**”). Such manual or automated software or processes include datamining, scraping, spidering, indexing, storing or rehosting the Content outside our Platforms;

1.1.7 use manual or automated software or processes to create derivative works based on the Content in our Platforms;

1.1.8 abuse, harass, threaten, impersonate or intimidate anyone;

1.1.9 post or transmit, or cause to be posted or transmitted, any material that is libellous, defamatory, obscene, pornographic, abusive, offensive or profane;

1.1.10 post or transmit, or cause to be posted or transmitted, malicious content including malware, Trojan horses, or viruses, or otherwise interfere with any user’s access to our Platforms;

1.1.11 post or transmit, or cause to be posted or transmitted, unsolicited mass mailings or other forms of spam, including junk mail or chain letters;

1.1.12 infringe any rights of any third party, including intellectual property rights or proprietary rights; and

1.1.13 infringe, or cause us to infringe, any applicable law, statute, ordinance or regulation.

1.2  With respect to the Platforms, we reserve the right, in our discretion (including for violations of 1.1.1 to 1.1.13 above), to:

1.2.1 remove content in violation of our standards;

1.2.2 suspend or terminate your account or access to the Platforms;

1.2.3 notify relevant authorities; and

1.2.4 take other action that we deep appropriate or advisable.

1.3 If you are accessing our Platforms via a registered account (e.g. via your KrisFlyer account) you acknowledge and agree that you are responsible for maintaining the confidentiality of your account username and password, you will restrict access to your computer, and you agree to accept responsibility for all activities that occur under your account.

**2. YOUR PERSONAL DATA**

2.1 Our [Privacy Policy](https://www.krisshop.com/en/page/privacy) additionally governs your use of our Platforms.  The Privacy Policy explains what personal data we collect from you, how and why we collect, use, and disclose such information, your rights in relation to your personal data and how to contact us if you have a query about the use of your personal data.

**3. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS**

3.1 All rights, including intellectual property rights, in and to our Platforms, including but not limited to their design, text, graphics, applications, software, underlying source code, are owned by us or our licensors (as applicable).  Intellectual property rights means rights such as copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).

3.2 We and our licensors each reserve all of our respective 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.

3.3 Nothing in these Terms grants you any legal rights in our Platforms other than as necessary to enable you to access the Platforms. You agree not to adjust or to try to circumvent or delete any notices contained on our Platforms (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within our Platforms.

3.4 Nothing contained on this website should be construed as granting any licence or right to use any trade mark without the prior written consent of the owner of the trade mark.

3.5 In accessing our Platforms, you agree that any downloading of content is for personal, non-commercial reference only. No part of our Platforms may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without our prior written consent.

**4. REVIEWS AND USER SUBMISSIONS**

4.1 To the extent that our Platforms allow you to post, upload, transmit or otherwise make available any Content (“User Content”), you agree that:

4.1.1 you are solely responsible for the User Content that you upload and you represent and agree that you will not share anything that would infringe any rights of any third party, including intellectual property rights or proprietary rights;

4.1.2 although all intellectual property rights subsisting in any User Content will be owned by you or your licensors and you are always free to share your User Content with anyone else, you hereby grant us and our affiliates a non-exclusive, perpetual (surviving the termination of our contract with you), royalty-free, worldwide, transferrable and sub-licensable right to host, use, reproduce both electronically or otherwise, publicly display, distribute, modify, adapt, publish, translate and create derivative works from any and all such User Content (in accordance with our Privacy Policy), including without limitation for the purposes of advertising and marketing our Platforms; and

4.1.3 we are under no obligation to store, retain, publish or make available any User Content uploaded by you and that you will be responsible for creating backups of any User Content if necessary.

4.2 You hereby agree to indemnify us against any loss, liability, damage or expense of whatever nature which we, and any of our affiliates, may suffer which is directly or indirectly caused by or attributable to your use of our Platforms to send or post any User Content.

4.3 For the avoidance of doubt, we reserve the right to remove any User Content which, in our opinion, is in violation of these Terms or any applicable law.

**5. CONTENT AND AVAILABILITY OF THE PLATFORMS**

5.1 We do not make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness, fitness for purpose or reliability of information, opinions, any share price information, research information, data and/or content contained on our Platforms (including but not limited to any information which may be provided by any third party or data or content providers) (“information”) and shall not be bound in any manner by any such information.

5.2 We reserve the right at any time to change or discontinue any aspect or feature of our Platforms, including any Products, Product specifications and Product prices listed on our Platforms without liability or prior notice, if deemed necessary at our reasonable discretion. No information on our Platforms shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You rely on the information contained on our Platforms at your own risk. If you find an error or omission on our Platforms, please let us know.

5.3 To the permitted under applicable law, we will not be liable in any way for any loss or damage of any kind incurred in connection with the use of or exposure to any Content accessed on our Platforms, including but not limited to any errors or omissions, or, any additions, removals, or modifications that we make on our Platforms. We make no guarantee that our Platforms will always be available or uninterrupted. We will not be liable to you for any loss or damage resulting from any unavailability or interruption of our Platforms.

**6. HYPERLINKS AND THIRD-PARTY SITES**

6.1 External links may be provided on our Platforms for your convenience, but they are beyond our control and we make no representations regarding these links. Your use or reliance on any external links and the content thereon is done at your own risk. When visiting external links, you must refer to that external website’s terms and conditions of use.

6.2 You will not create any hypertext from any website controlled by you or otherwise to our Platform without our express prior written consent.

## Part B: Terms and Conditions of Sale

**7. APPLICATION OF THIS PART B**

7.1 If you buy any Products on our Platform, the terms and conditions in this Part B shall govern your purchase.

7.2 When buying any Products, you also agree to be legally bound by:

7.2.1 the rest of these Terms;

7.2.2 if you are a KrisFlyer member and have made the purchase using your KrisFlyer account, the [KrisFlyer terms and conditions](https://www.singaporeair.com/en_UK/ppsclub_krisflyer/termsconditions-kf/) and any documents referred to in them; and

7.2.3 specific terms that apply to certain Products. These Product-specific terms will be provided to you either on the Product page or during the ordering process. As these terms may vary, you should ensure that you fully understand and accept each of the applicable Product-specific terms before completing your order. If you are ordering on behalf of other persons, you are required to ensure that they are aware of and agree to the applicable Product-specific terms.

All of the above documents form part of this contract as though set out in full here.

7.3 You acknowledge that Products on our Platforms are sold by “Sellers”. We may be a “Seller” for selected Products. “Seller” may also refer to a party other than us (such party referred to in these Terms as a “Third Party Vendor”). Whether a particular Product is listed for sale on our Platforms by us or a Third Party Vendor will be stated on the page listing that Product. Products sold to you by a Third Party Vendor will be governed by individual Customer Contracts (as defined below) entered into directly and only between the Third Party Vendor and you. We are not responsible for and do not warrant any products or services offered by these Third Party Vendors (or the accuracy or completeness of product or service descriptions). For the avoidance of doubt, if we are the Seller, the Customer Contract will be entered into between us and you.

**8. YOUR ORDER**

8.1 Below, we set out how a legally binding contract between you and a Seller is made.

8.2 You place an order on our Platforms by indicating the Products you wish to order, together with all other necessary information as may be required by us, through the designated process on our Platforms and submitting it. Please read and check your order carefully before submitting it. If you need to correct any errors, you can do so before submitting your order.

8.2.1 When you place your order at the end of the online checkout process (e.g. when you click on the ‘BUY NOW’ button), this is deemed to be an offer made by you to buy the selected Products in accordance with these Terms.

8.2.2 The Seller may notify you to say that it does not accept your order. This is typically for the following reasons:

(a) the Products are unavailable;

(b) we cannot fully process your payment;

(c) you are not allowed to buy the Products from the Seller;

(d) the Seller is not allowed to sell the Products to you;

(e) you have ordered too many Products; or

(f) there has been a mistake on the pricing or description of the Products.

If your Order is not accepted by the Seller, you will not be charged for the order. If you have been charged, you will be fully refunded.

8.2.3 The Seller will only accept your order when the Seller emails you to confirm this (“Confirmation Email”). At this point:

(a) a legally binding contract will be in place between you and the Seller (“**Customer Contract**”); and

(b) the Seller will dispatch the Products to you via the agreed delivery or collection method.

8.3 You may only buy Products from our Platforms if you have attained the minimum age for entering into legally binding contracts under applicable law. You may not be able to buy certain Products if you are under the minimum age requirements imposed by law.

8.4 You represent and warrant to us that:

8.4.1 you are purchasing Products via our Platforms for your own use only and not for re-sale or export purposes;

8.4.2 you will not make false, fraudulent or speculative orders on our Platforms;

8.4.3 your purchase and receipt of Products from our Platforms is in accordance with all applicable laws, including all applicable age restrictions, government import and export control laws and regulations, and will not cause us in any way to breach any applicable laws.

**9. DELIVERY AND COLLECTION**

9.1 Before you submit your order, you will be given various delivery options to choose from with estimated delivery time and dates depending on the delivery address and method of delivery. If you want to see your delivery options, visit [this page](https://www.krisshop.com/en/page/delivery) before you place your order.

9.2 Any shipment, delivery or collection dates provided by the Seller are estimates only and do not form part of the Customer Contract. To the extent permitted under applicable law, the Seller is not liable for any loss, damage, cost or expense for any failure to meet any given shipment, delivery or collection date, howsoever caused. However, if your Products have not been delivered within a reasonable time, please email us at: [krisshopcustomercare@krisshop.com.](file:///loncpp-smbpr1/UserProfiles$/F/FRAD/February/17/02/krisshopcustomercare@krisshop.com.%20)

9.3 Once the Seller has accepted your order in accordance with clause 8.2, the Seller will arrange to deliver the Products you ordered in accordance with the delivery method selected at checkout. Please see [this page](https://www.krisshop.com/en/page/delivery) for more details on our delivery options.

9.3.1 Where we are the Seller, delivery will be done either ourselves, through our affiliates, our third party suppliers or our third party service providers, via the agreed delivery or collection method. This clause does not apply to the delivery of Products which are services or experiences, which will be provided in accordance with clause 9.6 instead.

9.4 Except in relation to Products that are services or experiences, the Seller may deliver your order in instalments, for example where you have purchased more than one Product, or a Product which is a subscription for delivery of specific goods on a monthly basis. The Product-specific terms will indicate whether a particular Product will be delivered in this way. For orders for more than one Product, the Seller may also deliver the Products in one delivery or by instalments. Each separate instalment will be regarded as a separate contract, and paid for in accordance with these Terms.

9.5 **Inflight delivery**. This clause applies where the Seller has agreed to deliver the Products to or on a specific, eligible flight operated by one of our affiliates (e.g. Singapore Airlines or Scoot). For more information on the flights eligible for delivery of Products, please refer to [Shopping Guide](https://www.krisshop.com/en/page/guide).

9.5.1 You represent and warrant to the Seller that you will personally receive the Products on the agreed flight. You acknowledge that in order to deliver the Products to you, you will be required to validate your identity via your travel document (e.g. your passport) against the name of credit card holder who made payment for the order(s).

9.5.2 You acknowledge that exceptional circumstances such as flight disruption, aircraft rotation, flight route legal restrictions, and operational requirements may hamper availability of purchased items on board your flight. In such cases, the Seller may contact you to arrange for alternative delivery options. Please note that extra charges may apply to any alternative delivery arrangements.

9.5.3 Delivery of the Products will take place when you acknowledge receipt of the Products by signing the packing list which will be handed to you by the cabin crew.

9.6 Services and experiences: This clause applies where you have purchased any Product that is a service or experience provided by us or a third party (“**Experience Provider**”).

9.6.1 Depending on the policy of the Experience Provider, the Confirmation Email may contain a booking number or a voucher for redemption of the Product (“**Booking** **Voucher**”). Neither the Seller nor the Experience Provider will be responsible for booking numbers or Booking Vouchers that are lost, stolen or destroyed. You may also need to arrange a suitable time and place with the Experience Provider to receive the Product. The Seller will let you know if this is the case during the ordering process.

9.6.2 An Experience Provider may impose additional terms and conditions, rules and restrictions (“**Experience Provider Terms**”) that will be applicable to your Product. You will be provided with the name of the Experience Provider and the applicable Experience Provider Terms during the booking process. As the Experience Provider Terms applicable for each Product may vary, you should ensure that you fully understand and accept each of the applicable Experience Provider Terms before completing your booking. If you are booking on behalf of other persons, you are required to ensure that they are aware of and agree to the applicable Experience Provider Terms. If you fail to comply with the Experience Provider Terms, the Experience Provider has a right to refuse or cancel your booking without offering any refunds. For enquiries about the Experience Provider’s products and services or its Experience Provider Terms, please contact the Experience Provider directly.

9.7 The Seller reserves the right from time to time, without liability or prior notice, to deliver a Product which has similar functionality as any Product ordered with minor differences in specifications, (each a “Substitute Product”). To the maximum extent permitted under applicable law, you will be deemed to have accepted such changes and differences if you accept delivery of a Substitute Product. Notwithstanding the above, Australian users are entitled to a right to refund in certain circumstances: see clause 16.

9.8 The Seller’s obligation to deliver the Products to you is subject to the availability of the Products from third-party suppliers and usual sources of supply. You acknowledge that the Seller has reasonable discretion to decide the order of priorities in which any Products are delivered to customers.

9.9 The Seller reserve the right to make only partial acceptance or delivery of any order, if deemed necessary at the Seller’s reasonable discretion.

**10. PRICING AND PAYMENT**

10.1 The price to be paid by you for all Products shall be the Seller’s current selling price on the date of receipt of your order, which in limited circumstances may not be correctly reflected on our Platforms as a result of an error. If the actual price of a Product is higher than the price on our Platforms, the Seller will either contact you before dispatch to inform you of the variation in price and ask if you still want to buy the Product at the correct price or cancel your order. If the correct price of a Product is lower than the price displayed on our Platform, the Seller will charge you the lower amount and send you the Product. To the extent permitted under applicable law. the Seller will not be liable for any errors in the pricing or specification of Products ordered by you that may appear on our Platforms.

10.2 When you complete your purchase, you will be notified of the payment methods that are acceptable for that purchase. If there is a processing fee charged for the use of a payment method, this will be notified to you. The amount payable presented to you when you complete your purchase may not always include all applicable prices, fees, taxes, duties, shipping fees and charges, and you agree to pay such amounts in addition to the amounts displayed, where applicable. The amount payable will be charged in the currency presented to you. If you choose to pay in a currency different from what is stated, a foreign currency conversion based on the prevailing exchange rate at the time the contract is concluded may be applied, incurring a conversion charge.

10.3 All payments shall be made to us, either accepting payment in our own right or as Seller’s agent (where Seller is a Third Party Vendor). You acknowledge that we are entitled to collect payments from you on behalf of Third Party Vendors.

10.4 The payment methods may be subject to additional terms as prescribed by us from time to time.

10.5 We do not accept cash, cheques, physical PPS Club vouchers or physical KrisShop Vouchers as payment for orders made through our Platforms. If you wish to use physical PPS Club vouchers or physical KrisShop vouchers, you should mail these in together with a completed [KrisShop Order Form](https://files.krisshop.com/MOform.pdf).

10.6 For your payment to be processed, you are required to provide us with information regarding your credit card or other payment instrument. You represent and warrant that such information is true and accurate, and that you are authorised to use the chosen payment instrument. You also represent and warrant that you will update your payment information if any changes should occur, including but not limited to changes to your billing address or expiry of a credit card. Notwithstanding your right to choose to pay in a currency different from what is stated in clause 10.2 above, there may be a difference between the amount displayed on our Platforms and the final amount charged to your bank account or credit or debit card statement. This is because the amount that is processed may have its currency converted by your bank or credit or debit card company and may include additional charges imposed by your bank or credit or debit card company.

10.7 If you have purchased a Product which is a recurring monthly subscription, the amount payable for such Product will be payable by you in accordance with the Product-specific terms notified to you during the ordering process. Your first payment will be debited on the date the Seller accepts your order from the credit card or other payment instrument you supplied, or such other date as may be notified to you. Any subsequent recurring charges will be debited in full in accordance with the Product-specific terms.

10.8 Except in relation to Products which involve a recurring monthly subscription, the Seller will not deliver or make available any Products to you until your payment has been made in full and authorised by the relevant credit card issuer, bank or other entity controlling or administering payments for your chosen payment instrument (“**Card** **Issuer**”). You acknowledge that the title in the Products will not pass to you until your payment has been made in full and authorised by the Card Issuer.

10.9 We reserve the right to exercise our lawful remedies if any dispute or issue arises over your payment, or if we do not receive full payment for you order. For example, if the Card Issuer rejects or reverses payment for your Products, we have the discretion to:

10.9.1 reject your order, suspend or cancel delivery of the Products; or

10.9.2 claim the full price of the Products as a debt from you.

10.10 We are entitled to set-off and deduct all sums owed by you to us under these Terms and any other agreements between us from any refund due to you.

**11. CANCELLATIONS**

11.1 If you are a Korean user, the provisions of this clause is subject to clause 19.

11.2 You may request to cancel your Customer Contract any time before the Seller has dispatched the Products, provided always that:

11.2.1 you must first contact us at krisshopcustomercare@krisshop.com to request the cancellation; and

11.2.2 if the cancellation is approved by us at our sole discretion, you must pay any cancellation fees which we may impose. Our standard cancellation fees are SGD10 for deliveries in Singapore, and SGD50 for deliveries outside of Singapore.

11.3 We will endeavour to accommodate your cancellation requests where your Products have not yet been dispatched. If your Products have already been dispatched to our courier or delivery services partners for onward delivery to the delivery address stated in your order, no cancellation or refund will be permitted except in accordance clause 12 (Returns and Refunds), clause 16 (for Australian users) and clause 19 (for Korean users).

11.4 The Seller reserves the right to terminate the Customer Contract if a Product has been mispriced on our Platforms, in which event we shall, on behalf of Seller, notify you of such cancellation in writing. The Seller shall have such right to terminate such Customer Contract whether or not Products have been dispatched or are in transit and whether payment has been charged to you.

**12. RETURNS AND REFUNDS**

12.1 If you are an Australian user, the provisions of this clause 12 is subject to clause 16. If you are a Korean user, the provisions of this clause 12 is subject to clause 19.

12.2 To the maximum extent permitted under applicable law, you will be deemed to have accepted all Products that are goods or vouchers as being in good condition and in accordance with these Terms upon delivery, unless you notify us in writing to the contrary within 30 days from the date of delivery.

12.2.1 If any Product is not in good condition, you must return the Product to us (or any relevant third party as may be nominated by us) by registered post in its original condition and original packaging and accompanied by proof of purchase within the period set out in clause 12.2, detailing the reason for return.

12.2.2 Provided that we safely receive your returned Products within the period set out in clause 12.2, we will then decide whether to exchange the Product or provide you with a refund.

12.2.3 If we decide to provide you with a refund, we will only refund the cost of such Product via the payment method your previously chose. We will not refund or reimburse any postal, shipping or handling costs.

12.2.4 If you have used any KrisFlyer miles, vouchers or other discount code with your purchase, your Products are non-refundable and non-exchangeable.

12.2.5 We will not entertain any returns or requests for refunds which do not comply with the above conditions. The foregoing shall be known as our “**Returns Policy**”.

12.3 We reserve the right to refuse any claims under the Returns Policy if:

12.3.1 The claim does not meet any of the conditions, or falls within any of the exclusions, under the Returns Policy; or

12.3.2 The defect in the Product is the result of:

(a) your improper use or mismanagement;

(b) operation of the Products other than in accordance with the operating manual or instructions;

(c) use of the Products in a manner not reasonably contemplated by the Seller;

(d) modification of the Products not authorised by the Seller;

(e) subjection of the Products to unusual or unrecommended physical, environmental or electrical stress; or

(f) your failure to comply with any part of these Terms.

12.4 To the extent permitted by applicable law, the Seller makes no warranty in respect of any Product and our Returns Policy is in lieu of all other warranties express or implied, including any implied warranties of merchantability, satisfactory quality, compliance with description and fitness for a particular purpose. Your sole remedy for any defective or non-compliant Products is limited to our Returns Policy.

## Part C: General Terms

**13. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

13.1 If you are an Australian user, the provisions of this clause 13 is subject to clause 16.

13.2 To the maximum extent permitted by applicable laws and regulations, us and the SIA Group together with each of our respective officers, directors, and employees will not be liable for any:

13.2.1 loss of actual or anticipated income (whether direct or indirect);

13.2.2 loss of actual or anticipated profits (whether direct or indirect);

13.2.3 loss of contracts or business or goodwill (whether direct or indirect); or

13.2.4 loss of data;

13.2.5 special, indirect or consequential loss or damage of any kind,

howsoever arising under or in connection with these Terms, even if we have been advised of the possibility of such damages. This provision applies regardless of whether the damages are based in contract, tort (including negligence), breach of statutory duty or otherwise, including under the indemnity obligations under these Terms.

13.2 We have no special relationship with or fiduciary duty to you for accessing and using our Platforms and our Content. We have no control over, and no duty to take any action regarding:

13.3.1 which users gain access to our Platforms;

13.3.2 what Content you access via our Platforms;

13.3.3 what effects our Content may have on you;

13.3.4 how you may interpret or use our Content; and

13.3.5 what actions you may take as a result of having been exposed to the Content.

13.4 We are also not liable for any costs associated with your network provider, who may charge you for accessing their connection services to access and use our Platforms. We are also not responsible for the availability and quality of your telecommunication reception when accessing or using our Platforms.

13.5 Without prejudice to the generality of this clause 13 and to the maximum extent permitted by applicable laws and regulations, we and SIA Group disclaim, make no representation or warranty in respect with respect to, and in no event will we or SIA Group have any liability disclaim all liability arising out of or in connection with:

13.5.1 errors or inaccuracies on our Platforms, including without limitation, errors in descriptions, pricing, booking availability, photographs, features, inclusions and exclusions, reviews and ratings and we reserve the right at all times to correct any errors in Product availability and errors in pricing on our Platforms;

13.5.2 legality, decency or propriety of any material contained or accessed through our Platforms, including material on other websites that we may direct you to;

13.5.3 any advertising material submitted by third parties and displayed on our Platforms, including but without limitation, any error, omission or inaccuracy;

13.5.4 any information shown, and the suggestions or recommendations made, about the Products or Content on our Platforms, for any purpose;

13.5.5 any viruses or other harmful components contained in email that we may send;

13.5.6 any damage caused by any Product or failure of such Product to perform, whether or not advised of the possibility of such damage, and regardless of the theory of liability pursuant to which such damage may be sought.

13.6 Our total liability to you for any and all claims howsoever arising in connection with or arising out of your use of our Platforms or the sale, supply, delivery possession, replacement or use of any Product or resulting from the these Terms shall not in any event exceed the lesser of  (a) price of the Product giving rise to such claims or (b) SGD 250.

13.7 THE PLATFORMS AND ALL CONTENT, INFORMATION, MATERIALS AND PRODUCTS AVAILABLE FROM THE PLATFORMS ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" AND “AS AVAILABLE” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS IN RELATION TO THE PLATFORMS OR THE CONTENT, INFORMATION, MATERIALS AND PRODUCTS AVAILABLE FROM THE PLATFORMS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY US (INCLUDING OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNEES), OUR LICENSORS AND SIA GROUP. WITHOUT DEROGATING FROM THE AFORESAID, WE, OUR LICENSORS AND SIA GROUP MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PLATFORMS OR CONTENT, INFORMATION, MATERIALS OR PRODUCTS AVAILABLE FROM THE PLATFORMS. WE (INCLUDING OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNEES), OUR LICENSORS AND SIA GROUP DO NOT REPRESENT OR WARRANT THAT THE USE OF THE PLATFORMS WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA.

13.8 Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence and any liability that cannot be limited or excluded under applicable law.

**14. EVENTS BEYOND OUR CONTROL**

14.1 If you are an Australian user, the provisions of this clause 14 is subject to clause 16.

14.2 We shall have no liability to you for any breach of these Terms caused by 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; or flood, fire, explosion or accident. Where such events or circumstances results in a delay in or failure in the delivery of your Products, we will provide you with a revised estimated delivery date, but you will not have any right to terminate these Terms due to such delay or failure.

14.3 If any event or circumstance beyond our reasonable control results in a shortage of Products, we have the right to allocate our available stock of Products among our customers in any manner we consider equitable and may make partial deliveries of any Products to you.

**15. MISCELLANEOUS**

15.1 Save for SIA, a person who is not a party to these Terms shall have no right to rely upon or enforce any term of these Terms.

15.2 These Terms were last updated on the date at the top of this page. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15.2. We reserve the right to vary these Terms from time to time (although this will not affect any Customer Contracts that have already come into existence under these Terms). Our updated Terms will be displayed on our Platforms and by continuing to use and access our Platforms following such changes, you agree to be bound by any variation made by us (in respect of Customer Contracts that you enter into subsequently). It is your responsibility to check these Terms from time to time to verify such variations.

15.3 These Terms and any other documents expressly referred to in these Terms, as may be amended from time to time, constitute the entire agreement and understanding between us and you in relation to the subject matter of these Terms and supersedes any previous agreement or understanding between us and yourself in relation to such subject matter.

15.4 No failure, delay or omission by us in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise by us of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.

15.5 These Terms are not assignable, transferable or sub-licensable by you except with our prior written consent. We may transfer, assign or delegate these Terms and our rights and obligations to related body corporates, purchasers of the business or other third parties. We will tell you in writing before this happens and we will ensure that the transfer will not affect your rights under these Terms. By continuing to access or use the Platforms after such notice, you consent to such transfer, assignment or delegation.

15.6 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the remaining provision or part provision will remain in full force and effect to the maximum extent permitted under applicable laws and regulations.

15.7 These Terms shall be construed in accordance with, and governed by, the laws of the Republic of Singapore. You and we hereby agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

15.8 Where any conflict or contradiction appears between the provisions of these Terms and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of our Platforms shall prevail in respect of your use of the relevant section or module of our Platforms.

## Part D: Country-Specific Terms

**16. AUSTRALIA**

16.1 If you are an Australian user, the provisions of this clause 16 will apply to you.

Variation to General Refund Policy

16.2 Notwithstanding any other term in these Terms, our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

16.2.1 to cancel your service contract with us; and

16.2.2 to a refund for the unused portion, or to compensation for its reduced value.

16.3 Major failures mean: (a) problem(s) that would have stopped a reasonable person from buying the goods or services if they had known about it; (b) the goods or services are significantly different from the description; (c) the goods or services are substantially unfit for its common purpose and cannot be easily fixed in a reasonable time; (d) the goods or services do not perform its usual function and cannot be fixed in a reasonable time; and (e) the goods or services are unsafe or creates an unsafe situation.

16.4 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

16.5 Nothing in these Terms (and in particular clauses 11, 12, 13, 14 and 15) excludes, modifies, limits or restricts any rights or remedies that may be available to you under applicable law, including statutory guarantees under the Australian Consumer Law, which we are prohibited by such law from excluding, modifying, limiting or restricting.

**17. INDONESIA**

17.1 If you are an Indonesian user, the provisions of this clause 17 will apply to you.

Translation and Language

17.2 In compliance with the Law of the Republic of Indonesia No. 24 of 2009 on Flag, Language, Coat of Arms and Anthem and the Presidential Regulation of the Republic of Indonesia No. 63 of 2019 on Use of Indonesian Language, these Terms are prepared in the [Indonesian](https://www.krisshop.com/en/page/platform-and-sale-terms-id) and English languages. In the event of any inconsistency between the English language text and the Indonesian language text, or if there should be any dispute on the meaning or interpretation of certain provisions, the English language text shall prevail and the Indonesian language text will be deemed to be amended to conform with, and to make the relevant Indonesian language text consistent with, the relevant English language text.

**18. United States**

18.1 If you are a user in the United States of America, the provisions of this clause 18 will apply to you.

18.2 Clause 6.2 of these Terms (relating to hyperlinks) are not applicable.

18.3 Clause 15.2 of these Terms (relating to amendments to these Terms) shall not apply and be replaced by this clause. These Terms were last updated on the date at the top of this page. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15.2. We reserve the right to vary these Terms from time to time.

**19. REPUBLIC OF KOREA (SOUTH)**

19.1 If you are a user in the Republic of Korea (South), the provisions of this clause 19 will apply to you.

Cancellation

19.2 For users in the Republic of Korea (South), Clause 11 (Cancellation) of these Terms shall not apply and be replaced with this clause:

19.2.1 You have the right to cancel your Customer Contract without giving any reason within 7 days from the day of the conclusion of your Customer Contract or the day that the Products are supplied (or have started to be supplied), whichever is later.

19.2.2 To exercise the 7 day cancellation right in clause 11.1, you must inform us of your decision by making a clear statement within the 7 day cancellation period. You may do this by contacting us at [krisshopcustomercare@krisshop.com](mailto:krisshopcustomercare@krisshop.com).

19.2.3 We will endeavour to accommodate your cancellation requests where your Products have not yet been dispatched. If your Products have already been dispatched, no cancellation or refund will be permitted except in accordance with the 7 day cancellation right above and clause 12 (Returns and Refunds).

19.2.4 The Seller reserves the right to terminate the Customer Contract if a Product has been mispriced on our Platforms, in which event we shall, on behalf of Seller, notify you of such cancellation in writing. The Seller shall have such right to terminate such Customer Contract whether or not Products have been dispatched or are in transit and whether payment has been charged to you.

Returns and Refunds

19.3  For users in the Republic of Korea (South), Clause 12 (Returns and Refunds) of these Terms shall not apply and be replaced with this clause:

19.3.1 The provisions in this clause 19.3 are our “**Returns Policy**”.

19.3.2 Where you have exercised the 7 day cancellation right in accordance with clause 19.2:

(a) if you cancel before the Seller has dispatched the Products, in most cases the Products will not be dispatched. However, if you cancel after the Seller has dispatched the Products or the Seller is unable to prevent dispatch after you have cancelled, you will need to return the items immediately or at the latest within 14 days of the day on which you informed us that you were exercising the 7 day cancellation right;

(b) the Seller will refund all payments received from you for the Customer Contract you have cancelled, including the cost of delivery (with the exception of additional costs incurred because you selected a delivery method other than the most cost-effective standard delivery method offered to you at the time of purchase);

(c) unless expressly agreed otherwise with you, refunds will be made employing the same payment method you used to make the order. The Seller can refuse to reimburse you until we have either received the returned items or you have provided evidence to us that you have returned these, whichever of these occurs at the earlier point in time; and

(d) you will have to bear the cost of returning the Products and will be required to make up for the loss of any value of the Products in question if this is attributable to actions on your part and that were not required to verify the conditions, properties and functionality of the Products.

19.3.3 To the maximum extent permitted under applicable law, you will be deemed to have accepted all Products that are goods or vouchers as being in good condition and in accordance with these Terms upon delivery, unless you notify us in writing to the contrary within 30 days from the date of delivery.

19.3.4 If any Product is not in good condition, you must return the Product to us (or any relevant third party as may be nominated by us) by registered post in its original condition and original packaging and accompanied by proof of purchase within the period set out in clause 19.3.3, detailing the reason for return.

19.3.5 Provided that we safely receive your returned Products within the period set out in clause 19.3.3, we will then decide whether to exchange the Product or provide you with a refund.

19.3.6 If we decide to provide you with a refund, we will only refund the cost of such Product via the payment method your previously chose. We will not refund or reimburse any postal, shipping or handling costs.

19.3.7 If you have used any KrisFlyer miles, vouchers or other discount code with your purchase, your Products are non-refundable and non-exchangeable.

19.3.8 We will not entertain any returns or requests for refunds which do not comply with the above conditions.

19.3.9 We reserve the right to refuse any claims under the Returns Policy if:

(a) The claim does not meet any of the conditions, or falls within any of the exclusions, under the Returns Policy; or

(b) The defect in the Product is the result of: (i) your improper use or mismanagement; (ii) operation of the Products other than in accordance with the operating manual or instructions; (iii) use of the Products in a manner not reasonably contemplated by the Seller; (iv) modification of the Products not authorised by the Seller; (v) subjection of the Products to unusual or unrecommended physical, environmental or electrical stress; or (vi) your failure to comply with any part of these Terms.

19.3.10 To the extent permitted by applicable law, the Seller makes no warranty in respect of any Product and our Returns Policy is in lieu of all other warranties express or implied, including any implied warranties of merchantability, satisfactory quality, compliance with description and fitness for a particular purpose. Your sole remedy for any defective or non-compliant Products is limited to our Returns Policy.