

Terms and Conditions

Welcome to the Forever New website! This website is operated by FN Singapore Investments Pte Ltd (201014172M) and on behalf of its associated entities (collectively called 'Forever New').

Acknowledgement and Acceptance

By accessing and using this website you agree to be bound by these terms and conditions of use, our Returns Policy and our Privacy Policy, which all form part of these terms and conditions ('Terms'), as updated from time to time without notice. If you disagree with these Terms or any part of these Terms, you must not access or use this website.

Forever New reserves the right to refuse, withdraw or restrict access to (including individual access) or take down this website at any time without notice for any reason. We will not be liable if for any reason this website is unavailable at any time or for any period.

These Terms may be amended at any time without notice to you, and it is your responsibility to monitor this website for any changes to these Terms.

Access and Use

You may only access and use this website in accordance with these Terms.

You may only access parts of this website that are designated for unrestricted public access.

You may only access other parts of this website if we have expressly given you permission to do so, but then only for the purposes, and in the manner, permitted.

You must make sure all information and instructions that you give us are true, correct and complete, and that you are authorised to provide the information and instructions;

You may only save a local copy of, or print material posted on this website for your own information or research, or to inform others about this website.

You must take your own precautions to ensure that whatever you select from this website is free of viruses or anything else that may interfere with your or any third party's computer systems.

We also reserve the right to refuse access or edit or delete material posted by you in contravention of these Terms.

Privacy

Please refer to our [Privacy Policy](#) for more information. By using our website, you consent to our collection of your personal information in accordance with the terms of our Privacy Policy.

Misuse and Prohibitions

You must not use this website in any way that causes, or may cause, damage to this website or impairment of the availability or accessibility of the website; or in any way which is malicious, unlawful, offensive or obscene, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, robot, spider, scraper or other malicious computer software or otherwise attempt to damage, interfere with or introduce anything to this website or any network or system underlying or connected to it for any purpose, or act in any other way that compromises this website or any network or system underlying or connected to this website.

You must not use this website to transmit or send unsolicited commercial communications, advertising or promotional material, commonly referred to as "spam". You must not hack or attack any aspect of the service or Website; corrupt data; cause annoyance to other users or infringe upon the rights of any other person including their proprietary rights.

You must not use, reproduce, duplicate, copy, sell, re-sell, adapt, transmit in any form by any process (graphic, electronic or mechanical, including further copying, recording, or caching by a storage or information retrieval system, or download accelerator) or otherwise exploit this website or any part of this website for any commercial purpose.

You must not post or transmit to this website any illegal, indecent, threatening, abusive, insulting, defamatory, unlawful, obscene or indecent information or misleading or deceptive material of any kind, or encourage any other person to do so.

You must not post or transmit any material to this website which breaches any laws relating to a person's right to privacy or the export of personal information, or personal information about another person without their consent.

You must not post or transmit any material to this website which is objectionable on the grounds of public interest, public morality, public order, public security, national harmony, or is otherwise prohibited by applicable laws.

You must not copy, distribute, alter or tamper with in any way, or otherwise use, any material contained in this website (except as expressly permitted in these Terms).

Intellectual Property

The materials, images and content displayed on this website are the property of Forever New and any applicable licensors and are protected by copyright, trade mark and other intellectual property laws. You may store, print and display the content supplied solely for your own personal use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of Forever New.

Save for the above, Forever New does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into this website or in the user interface of this website.

Any material you post, send to us on or via the Website will be deemed to be non-confidential and non-proprietary. This includes any data, questions, comments, suggestions, reviews, ideas or other information. We will be entitled to use such material for any purpose without compensation to you and you. All intellectual property rights (including copyright) in the material you post or send to us via this website vest solely and completely in Forever New and you assign all right, title and interest to Forever New.

Limitation of liability and indemnity

Forever New will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

To the maximum extent permitted by law Forever New will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website for any indirect, special or consequential loss for any individual or business losses.

This does not affect Forever New's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

You agree to indemnify, defend and hold harmless Forever New, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of these terms.

Third party websites

This website may contain links to other websites operated, controlled or produced by third parties ('Third Party Websites'). Unless otherwise indicated, Forever New does not control, endorse, sponsor or approve any Third Party Websites or their content. Forever New does not provide any warranty or take any responsibility whatsoever for any aspect of Third Party Websites or their content.

No inappropriate links may be made to this website without the prior written consent of Forever New. To make inquiries about obtaining such written consent, please contact customer.service@forevernew.com.sg.

Pricing and Availability

Forever New strives to ensure that all details, descriptions and prices are accurate, however errors may occur from time to time which we will correct without notice

Where applicable, prices are in Singaporean dollars (SGD\$) inclusive of Singaporean Goods and Services Tax (GST). We reserve the right to alter prices at any time for any reason.

Title and risk in a product purchased from our stores passes to you once we have received full payment for the product and the product has been given to the purchaser.

All Forever New promotions and offers are for a limited time only and while stocks last. Forever New reserves the right to terminate, suspend or modify a promotion or offer without notice. All promotions and offers are non-transferable or redeemable for cash.

Complaints

If you have any queries or concerns regarding Forever New please contact our customer service team by email at customer.service@forevernew.com.sg or speak to a staff member at your nearest store.

Waiver

If you breach these Terms, failure by us to take action will not constitute a waiver of our rights and remedies arising from that breach and we reserve our entitlement to enforce our rights and remedies in relation to that breach or any other situation where you commit a breach of these Terms. Any waiver of any provision of the Terms will be effective only if it is in writing and executed by Forever New.

Breaches of these terms and conditions

Without prejudice to Forever New's other rights under these Terms, if you breach these Terms in any way, Forever New may take such action as it deems appropriate to deal with the breach, including suspending your access to this website, prohibiting you from accessing this website, blocking computers using your IP address from accessing this website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

Variation

Forever New may amend these Terms from time-to-time without notice to you. Any amendments to these Terms will apply and take effect immediately at the time they are published on this website. It is your responsibility to monitor this website for any changes to these Terms to ensure you are familiar with the current version.

Severability

If a provision of these Terms 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 constitute the entire agreement between you and Forever New's in relation to your use of this website and supersedes all previous agreements in respect of your use of this website.

Updated June 2024.