

CONVERSE TERMS AND CONDITIONS

Section 1: Introduction

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

The Converse online shop can be accessed through www.converse.co.za, and its related mobile sites and applications ("the site").

The site enables buyers to shop for authentic branded items including clothes, shoes and accessories ("the Products"), place an order and have them delivered door-to-door within South Africa. All visitors to the site ("users" or "you") will be able to see the Products on offer, but only those who have registered for an account ("account holders" or "you") are able to buy.

This website is owned and operated by Skye Distribution (Pty) Ltd, a company registered in South Africa, with its registered address at:

Cnr Prelude and Renaissance Avenue,
Crown Mines Ext 16,
2025,
South Africa,

(The company will be referred to as "us", "we" or "Skye" in these terms and conditions).

By accessing or using Skye's websites, mobile applications or digital services (collectively "the Website") you signify that you have read, understand and agree to be bound by these terms of use ("Terms of Use") and any other applicable law.

The Terms of Use (together with the documents referred to in them) tell you the terms on which Skye supplies the Products listed on the Website including digital products; as well as the terms of use of the Website. If you are younger than 18 years, you must obtain your parent/guardian's permission to register for the Website, purchase Products from the Website and post User Generated Content (as described in Section 3.4 of these Terms of Use).

1.1 Legally binding contract

All users and account holders, including those that buy from the Website ("buyers") are bound by these Terms of Use. By registering, or using the Website, you acknowledge that you've read, accepted and agreed to be bound by the Terms of Use. Should there be any clause in the Terms of Use that are unclear to you, it is the user's responsibility to request clarification from Skye on the relevant clause prior to the user accepting the Terms of Use and buying from the Website. By placing any order to purchase

Products, you represent and warrant that you are legally capable of entering into binding contracts, you are at least 18 years of age (or you have obtained your parent or guardian's consent if you under 18 years of age) and you agree to be bound by these Terms of Use.

1.2 With whom are you entering into a contract?

The Website is owned and run by Skye.

1.3 Products and availability

Please note that the stock of all items on offer is limited. Skye will in no way be held liable to provide a product where the product concerned is no longer available. Skye will make all reasonable attempts to ensure that special offers are brought to an end when stock runs out. If it happens that Skye is unable to fulfill any order at the advertised price because stock is sold out, Skye will inform you via email and you will be entitled to a reimbursement for the rand value you have paid for such product. This is described in more detail under the delivery and returns section 2.6 and 2.13 respectively.

Section 2: Buying Products from the website

2.1 Information which Skye is required to give you

A description of the main characteristics of the Products is contained on the Website. Such a description will be contained in the order confirmation mentioned in section 2.2. You acknowledge that the Products described or geographically represented on the Website may differ in colour, shape, design, form, contents and appearance from the final product delivered.

The price of Products (including delivery and packaging charges) and arrangements for payment is as described in section 2.9 through to 2.14.

The arrangements for delivery of Products are as shown on the delivery page section 2.13 to 2.14 as well as all other relevant delivery details. By accepting these Terms of Use, you are agreeing to a delivery date as specified in the link.

You have a right of cancellation as set out in section 2.5.

The technical means for concluding the contract to buy Products are set out in section 2.2. If you have made a mistake in inputting information, prior to making payment please click on the back arrow and you will be able to change/amend your order.

2.2 Placing an order

The Website shopping pages will guide you through the steps you need to take to place an order. All orders placed through the Website constitute an offer to buy the product and are subject to Skye 's acceptance.

Before placing an order, please take note of the following:

- You must be 18 years of age or older and be a consumer i.e. an individual acting outside his or her business and not a reseller.
- If you are younger than 18 years, you must obtain your parent/guardian's permission to register for the Website, purchase Products from the Website and post User Generated Content (as described in Section 3 of these Terms of Use).
- If we discover that you have misled us or you misrepresent your age we shall be entitled to delete your account without warning, cancel your order and/or to pursue any legal remedies that Skye may have.
- To place an order, you will need an e-mail address and you need to set your browser to accept both cookies and pop-ups in order to make full use of the Website, which includes adding items to your shopping cart and checking out from our store.

Placing an order on the Website is easy, all you have to do is follow these easy steps:

- Register on the Website;
- Find the Product(s) you want;
- Add the Product(s) to your shopping cart;
- Proceed to checkout;
- Select delivery and billing options;
- Review your order;
- Execute payment to submit your order;
- Receive an online order confirmation ("Order Confirmation").

Once we have received your order and successful payment, an automated confirmation of receipt will be displayed on the Website. Please note that this does not mean that your order has been accepted or that a contract has been made. Skye will confirm acceptance to you by sending you an order confirmation via e-mail which confirms that Skye has accepted your order and that the product is ready to be processed.

An order for Products will only becoming binding on Skye when Skye sends you ("the buyer") the order confirmation. It is suggested that you print or download your order confirmation for future reference.

Important to note that we explicitly reserve the right not to accept your order, for any reason in our sole discretion.

If your credit card has already been charged for an order that is later cancelled, Skye will issue you a refund (please refer to returns/refund policy in sections 2.6 and 2.7 respectively).

The order confirmation will include the following information:

- Description of the Product ordered;
- The price of the Product ordered (including delivery and any packaging charges if applicable), including value-added tax in terms of the VAT Act, 1991 ("VAT");
- Confirmation of the arrangement for payment, delivery and tracking details of the order;
- Details of your right to cancel the order.
- Details of Skye's legal duty to supply goods in conformity with the Terms of Use.
- Skye's address and contact details, and customer service reference.
- Any after-sales services and guarantees.

A binding order will relate only to those Products whose dispatch (or readiness for dispatch) Skye confirms in the order confirmation.

Skye will not be obliged to supply the remaining Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate order confirmation.

We also reserve the right to cancel any order in (amongst others) the following situations, without being liable for any damage or costs where:

- The Product is not available / in stock (any payments already made will be refunded. Please refer to our returns/refund policy, sections 2.6 and 2.7);
- Your billing information is not correct or verifiable;
- Your order is flagged by our security systems as an unusual order or an order susceptible to fraud;
- Your bank transfer payment is not received within 12 calendar days after acceptance of your order;
- We have reason to believe you are under 16;
- We have reason to believe that you are a reseller;
- There was an error in the price quote;
- Delivery of the goods purchased is unsuccessful to the address provided, after 3 attempts.

2.3 Risk and Title

Risk in respect of ordered Products will pass to you once they have been collected from Skye's premises by the relevant courier at the time of delivery. Ownership of the Products will only pass to you when Skye receives full payment of all sums due in respect of the Products, including delivery charges.

2.4 Data Check

When you send us your order, we may run some checks on it before it is fulfilled. These checks may include verifying your address, creditworthiness, and checking for fraud. You hereby consent to all such checks.

As to the fraud checks: we run partly automated checks on all purchases to filter out unusual or suspect transactions, or transactions which can be identified as susceptible to fraud.

Suspected fraud on the Website will be investigated and if necessary prosecuted. By submitting your order, you agree to this.

2.5 Cancellations

As a contracting consumer, you have a right to cancel an order placed through the Website in accordance with the provisions of the Electronic Communications and Transactions Act, 2002 (the "ECTA"). In terms of section 44(1) of the ECTA, you may cancel a transaction at any time from the date of the Order Confirmation up to the end of the 7th day after the day of receipt of the Product by you or the person specified by you for delivery.

In order to cancel an order, please send an email to info@converse.co.za. We will then email you to confirm that we have received your request to cancel.

If you exercise the cancellation right, you will receive a refund of the price paid for the Products, but you will be liable for the costs of returning the Products to Skye and Skye may levy a charge for this. When exercising the cancellation right, you must return the Products to us immediately (as set out below).

You are entitled to a reasonable opportunity to inspect the Products (which will include removing them from their packaging and trying them on). At all times, you must take reasonable care of the Products and must not let them out of your possession. If you are in breach of your obligations to take reasonable care in this paragraph, Skye will have a claim against you and may deduct from the refund costs incurred by us as a result of the breach.

Details of this legal right, and an explanation of how to exercise it, are also provided in the order confirmation.

The cancellation right described in this paragraph is in addition to any other right that you might have to reject the Products, for instance because they are faulty or misdescribed as set out in section 2.6 below.

2.6 Returns policy

If you are not entirely satisfied with your purchase, we will gladly accept your returned merchandise and refund the invoiced amount including the delivery costs (if applicable) to the card number on which the goods were purchased within 30 days of delivery.

This Policy applies to Products bought on the Website only and will be accepted without reason provided that:

- The Products are unwashed and not used in any way (you are allowed to try garments or shoes on for fit, unless we have indicated otherwise - but you cannot wear them);
- The product is in its original, undamaged packaging (a carefully opened package will not be considered damaged):
 - The Product is complete: e.g. both items of a pair must be returned.
 - The Product has not been tampered with.
 - The Product is in its original condition.

For practical information on how to return Products, please refer to section 2.6.3.

2.6.1 Goods can be returned under the following circumstances:

2.6.1.1 Not what you ordered?

If we accidentally deliver the wrong product, colour or size to you, or if the product is not as described on the Website, please log this problem on our Website within 30 days from date of delivery, and we will collect the product from you at no charge.

- Kindly ensure that all original labels, accessories, swing tags and stickers are still attached to the product.
- Please ensure that the product is packed as per our requirements stipulated in Products for return.

2.6.1.2 Wrong size ordered:

If you have ordered the wrong size, we will gladly accept your return provided:

- It is undamaged and unused, with the original labels, swing tags and stickers still attached.
- It is not missing any accessories.
- It is not underwear and hosiery.

You need to log a return on the Website within 30 days of delivery of the Product to you.

Please ensure that the product is packed as per our requirements stipulated in our Returns Policy above.

After 30 days we regret that we will not be able to accept your return except in respect of defective Products, as provided for below.

2.6.1.3 Defective Products

We do our best to ensure that the Products we deliver to you are of the highest quality, and without defects. Should we by error have delivered a defective product (as defined below) we will gladly accept your return and refund the invoiced amount to you.

Defective Products may only be returned within a period of 6 months from date of delivery.

When is a product defective? A Product is defective if the following occurs:

- I. it contains any material imperfection in the manufacture of the Product or its components that renders the Product less acceptable than persons generally would be reasonably entitled to expect in the circumstances; or
- II. any characteristic of the Product or its components that renders the Product or its components less useful, practicable or safe than persons generally would be reasonably entitled to expect in the circumstances.

The following will **NOT** be regarded as defects and will not entitle you to return the product under this section:

- Faults resulting from **normal wear and tear**;
- Damage arising from **negligence, misuse or user abuse of the Product**;
- Damage arising from **failure to take adequate care for the Product**;
- Damage arising from **alterations to the Product**;
- Damage arising from failure to use the Products in accordance with the usage or care instructions that relate to the product.

2.6.1.4 Standard Warranty

- If you have received a product which has a defect (as defined above), please notify us as soon as reasonably possible after you become aware of the defect or poor quality, but in any event within 6 months after delivery of the product. Upon inspection and subject to Skye's sole discretion, Skye may repair or replace the Product should you request same.
- You can do so by logging a return on the Website, and we will arrange to collect the product from you at no charge. Once we have inspected the product and validated your return, we will refund you the value of the invoice.

2.6.2 How to arrange for a return on the above-mentioned Product:

- Log your return on the Website clearly referring back to the original tracking number supplied;
- We will respond with an automated new return request number for the parcel and once authorised, arrange for collection as per your request;
- Should the collection address be different to the address where we delivered please ensure that this is noted clearly when logging the return.

2.6.3 Preparing your Products for return

To ensure your request is processed as quickly as possible you are responsible for the following when returning your Products:

- Package your Products safely and securely for protection during transit; preferably recycle the carton in which the product was delivered;
- Clearly mark your parcel on the outside with the return reference number; and
- Include all documentation supplied with the product.

Failure to adhere to any of these requirements could delay the processing of your request or result in its decline altogether.

2.7 Refund relating to defective Products

The refund will reflect in the bank account from which the payment was received within 21 days from date of claim being processed. Should you not receive this refund kindly contact us info@converse.co.za or telephonically on our toll free number 0800 007 334 and we will assist with getting the refund credited to your account as speedily as possible.

When you return a Product to Skye, a refund will be issued as follows:

Where you have validly returned a defective Product under your right of cancellation described in section 2.6, Skye will refund the full amount paid by you for the Product, including the cost of delivery to you. The risk of or loss of or damage to the Products will remain with you until the Products have been received by Skye.

Defective Products: where you have validly returned a Product to Skye because it is defective or for some other reason for which Skye is responsible, Skye will inspect the Product and, where that Product is defective, either repair or replace the Product or, if not possible, refund the full amount paid by you for the Product together with any applicable delivery charges and the reasonable cost incurred by you in returning the Product.

Other returns: where you have returned a product in circumstances other than as set out above (which includes rejecting a non-defective product outside the cancellation period), any repair, replacement or refund (in that order) will be at Skye's discretion. If Skye does agree to provide a repair, replacement or refund, Skye will not refund the cost of delivery to you and Skye will not reimburse the cost incurred by you in returning the Product.

Skye will process any refund due to you within the deadlines below:

- if you have received the Product and Skye has not offered to collect it from you: 14 days after the day on which Skye receives the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us; or

- If you have not received the Product or you have received it and Skye has offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

Skye will refund you using the same means of payment that you used for the transaction noting that legal ownership of a Product will immediately revert to Skye if Skye refunds any such payment to you.

2.8 Exchanges

We are unable to facilitate exchanges at present and would thus be refunding all payment on returned goods. Should you still wish to exchange, once the refund has been processed you will then need to place a new order for the correct product.

2.9 Payment methods

We accept the following forms of payment, and such other payment methods that are available on the Website from time to time:

- Visa, Mastercard and debit card;
- Direct EFT.

Paying methods explained:

2.9.1 Paying by credit card

- Skye accepts payments made by Visa and MasterCard Credit Cards as well as chipped debit cards that have been activated for online purchases.
- When placing an order, the transaction details are presented to the bank for authorisation of the payment amount.
- If authorisation is not obtained, unfortunately the order will be cancelled, however If authorisation is obtained, payment is usually immediate which means you guarantee that you are fully authorised to use the credit card for payment of your order and that there are sufficient funds in this credit card account to cover the costs of any transactions you complete on the Website.

2.9.2 Paying by EFT

Instant EFT payment via SID Instant EFT is available to all Nedbank, Standard Bank, Capitec, FNB and Absa customers. These payments are processed immediately and provide a secure transfer for immediate payment.

How does it work?

- Select your Bank.
- Login using your internet banking credentials.

- Upon successful payment your order status will be updated immediately.
- There is no need to enter Skye's banking details or order reference number.
- The automated process will navigate and populate the relevant fields on your behalf in the background.
- Select an account to pay from and enter a reference for your records.
- Your bank will send you an OTP or mobile authentication to your mobile phone to verify the payment.
- Enter OTP or accept the authentication message.
- Payment is complete.

How long do you have to wait?

- Your order status will be updated immediately.
- There is no need to send through a proof of payment.
- There is no need to wait for funds to reflect in the sellers account.

Is it safe?

- SID Instant EFT acts as a proxy between you and the bank to facilitate a faster, safer and easier payment process for both the buyer and the seller.
- Instant EFT via SID Instant EFT guarantees the highest levels of security when paying online.
- SID Instant EFT ensures that our payment processing service has an extremely high level of security.
- Your online banking login details however are NOT stored.

With EFT payments you have 24 hours to pay after placing your order, and we can only process your order once the funds reflect in our bank account. If we do not receive any payment notification within the required time frame, then unfortunately we will conclude that you have changed your mind about the purchase, and we will cancel the order.

Online payments are processed by third party payment service providers. Skye has no involvement in or control over the payment service provided by them. To the fullest extent permitted by law, Skye shall not be liable to you for any damage or loss suffered or incurred by you relating to the actions or omissions of such service providers or through the use of their payment services.

By making online payments relating to the Website, you hereby consent to the use and retention of your card details.

Skye is the merchant of record and responsible for the contents of these Terms of Use and the processing and fulfilment of orders, customer service, resolution of disputes.

2.10 Prices and currency

The product prices displayed on the Website are inclusive of VAT. All Product prices shall only apply during the validity period stated on the Website and shall only be valid once the order has been processed and confirmed by Skye in accordance with these Terms of Use.

Delivery rates are applied per order.

Prices are quoted in Rands.

The total price specified in the final check out screen includes tax, delivery costs and other related charges, as the case may be. The prices are quoted in the order confirmation, which you can print or download for future reference.

If paying by credit card, the total amount for your entire order will be reflected on your statement in your local currency.

Please transfer only the exact amount specified on the order confirmation, using the unique reference number stated in your order confirmation.

2.11 Price changes

The product prices displayed on the Websites may be subject to change. We reserve the right to change prices without notice. Subject to the paragraph on pricing errors in section 2.12, the prices as displayed at the moment of purchase are the prices applicable to that purchase.

2.12 Pricing errors

Please note that even though the Website is composed with care, it is possible that the pricing information on our websites contain errors. We are not bound by our offer and we reserve the right to cancel your purchase in the event of such error. Under no circumstances will Skye be held liable to provide a product which is at an outdated, incorrect or expired price.

2.13 Delivery

Skye will use reasonable efforts to ensure that delivery takes place within the time period specified on the confirmation order in relation to your order and if no delivery date is specified, then within 14 days of the date of your order, unless there are exceptional circumstances. You acknowledge that the size and quantity of an order as well as the distance between Skye and the delivery address provided, amongst other circumstances, may require a longer period for delivery. You will be notified from time to time of any anticipated delays with delivery and, in such circumstances, the updated delivery time will substitute and take preference over the delivery time stipulated in the confirmatory email or reflected on Skye's invoice.

A standard delivery is considered complete as soon as the parcel is accepted and signed for either by the customer or by an individual on the customer's behalf at the specified delivery address.

All standard deliveries take place during business hours i.e. there are no deliveries over weekends or on public holidays. Please take this into consideration when selecting your delivery address. You acknowledge that Skye shall rely on the accuracy of the delivery address that you provide. Skye does not verify the accuracy of any particulars of a delivery address that you provide. You shall check the accuracy of the delivery address every time when placing an order. Skye shall not be liable for any costs, loss, damages or claims you may incur relating to an inaccurate or incorrect delivery address that you provide.

Should no one be present at the address at the time of delivery, our couriers will make a second attempt, thereafter will contact you to advise on the delivery attempts made. The courier will then attempt a third time and if at that time there is still no one to sign for the parcel, the parcel will be returned to our warehouse and a return will be processed for the goods. You will be contacted in order to confirm the refund method you would prefer noting that should a delivery fee have been charged on the order, this will not be reimbursed, and if it hasn't been charged then you will be refunded the price of the product and charged an additional delivery fee, given that the courier has attempted delivery on numerous occasions.

Skye offers free delivery on orders that exceed the minimum limit published on the Website from time to time. In respect of orders that are less than such limit, Skye shall charge a non-refundable delivery fee. The delivery fee is dependent on your delivery address and will be displayed during checkout.

Every reasonable effort is taken to ensure that the delivery costs displayed on the site are correct at the time of your purchase. Should a delivery fee be incorrectly displayed, Skye will not be obliged to deliver Products at an incorrect delivery fee. Skye will only be liable to return payment already made by you in the case you choose to cancel the sale once you have been made aware of the correct delivery fee.

2.14 Shipping/delivery Information

Standard orders are shipped directly from our warehouse. Tracking is provided and a reference will be sent to the email address you provided when you placed the order.

Our courier services will deliver anywhere within South Africa however we do not deliver to any PO Boxes.

Order processing only allows an order to be delivered to one delivery address.

You should inspect the Products within a reasonable time after their receipt, therefore upon delivery please inspect the packaging for damage. If it appears that the Products are damaged, please do not accept the shipment. We will refund the purchase price and all delivery costs (if applicable) as soon as the warehouse has handled your return.

In the event that a parcel is declared missing, you will be contacted by Skye and should stock be available of the same product, a replacement order will be sent to you via the intended original delivery method.

However, if stock is not available, the order (at Rand value paid) plus any relevant delivery fee will be refunded.

Skye will contact the customer in both cases to advise possible delays and/or preferred refund method.

For more information, please call our toll-free number 0800 007 334.

2.15 Consumer rights

No provision stated in these Terms of Use regarding Skye's cancellation and returns policy will affect or be interpreted to deny you any of your unalterable statutory rights, to the extent applicable. If and to the extent that the Consumer Protection Act, 2008 ("CPA") applies, you shall be entitled to return Products that have material defects in accordance with the CPA's provisions.

SECTION 3: WEBSITE TERMS OF USE

3.1 Website Use

You may use the Website only for your own non-commercial use to participate in the Website or to place an order or purchase the Products.

Any other use is prohibited unless agreed to by Skye in writing and as such you agree NOT to:

- Change or delete any ownership notices from materials downloaded or printed from the Website.
- Modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, publish, transmit, sell or in any way interfere with any intellectual property or content on the Website, including User Generated Content as defined in section 3.4 below, without Skye 's prior written consent, unless it is your own User Generated Content that you legally post on the Website.
- Use any data mining, robots, scraping or similar data gathering methods.

Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to you.

Skye reserves the right to make any changes to the Website, its content and/or Products offered through the Website at any time and without prior notice. Content published on the Website reflects the views of the author and does not necessarily constitute the official opinion of Skye unless otherwise stated.

Although every effort will be made to have this Website available at all times, the Website may become unavailable for reasons including (without limitation) maintenance or repairs, loss of connectivity or some other form of interruption. Skye does not warrant against nor will it be held liable for such downtime and you indemnify Skye against any loss, damage, claims, costs or penalties incurred as a result of such unavailability.

If you commit any breach of these Terms of Use or in any other way interact with or use the Website in an unlawful or unauthorised manner, Skye shall be entitled, in its sole and absolute discretion, to terminate your access to the Website immediately, without prior notice, without any liability on Skye's part and without prejudice to Skye's rights in terms of these Terms of Use or at law. Following such termination, you will forfeit the right to link to this Website as described in these Terms of Use.

3.2 Safeguard Your Username/Password

If you choose or are provided with identification codes, usernames, passwords or any similar form of identification information as part of the Website's security systems, you must keep this information secret and confidential and must not permit anyone else to use it. You shall be responsible for all access to the Website with your username and password. When your username and password have been used in order to gain access to the Website, Skye shall be entitled to assume that such use and all related communications emanate from you. Skye shall not be liable for any loss or damage arising from unauthorised use of your identification information.

You agree to immediately notify Skye (please see customer service contact details on the Website), of any unauthorized use of your Skye account or in the event that you become aware of a breach of confidentiality of your username and password. Skye may, in its sole and absolute discretion and for any reason whatsoever, require you to change your username and password at any time.

3.3 Intellectual Property

You acknowledge that Skye or its licensors are the proprietors of the intellectual property subsisting in, pertaining to or used on the Website including, without limitation copyright, trademarks, trade names, brands and/or goodwill ("Intellectual Property") associated with, related to or appearing on the Website.

Title, ownership rights and intellectual property rights in the content, whether provided by Skye, or by any other content provider, shall remain the sole property of Skye and/or the other content provider. Skye is the copyright owner of the content of the Website or is licensed by the copyright owner to use the content on the Website. You must not in any form or by any means copy, reproduce, adapt, store, distribute, broadcast, transmit, print, publish or create derivative works from any information, material or data on this

Website. You must not use or apply, alter, or modify, for commercial or other purposes, any information, material or data on this Website, without the prior written consent of Skye.

The content of the Website, including but not limited to any pictures, photos, text, presentations, names, titles, brands, drawings, models and associated software are protected by South African and international law. The owners of such content reserve all such rights therein unless provided otherwise in these Terms.

You undertake:

- not to use or register any trademarks, trade names or other devices which are or incorporate marks which are the same as or confusingly similar to Skye's or its licensor's trade marks ("Trade Marks") or which marks are likely to be associated with the Trade Marks or where such use would take unfair advantage of or be detrimental to the distinctive character or the repute of the Trade Marks;
- not at any time to do or cause to be done any act or thing in any way impairing or tending to impair any part of the rights, title and interest in and to the Intellectual Property; and
- not in any way to make unauthorised use of the Intellectual Property or to represent that the User has any rights of any nature in the Intellectual Property or any registrations thereof.

Without limiting the generality of the provisions of the above, you undertake not to make any unauthorised use, reproductions or copies of any work or material displayed or made available on the Website and agree to adhere to and comply with all policies, conditions of use and rules that may apply to the use of such work or material.

Converse graphics, logos, page headers, button icons, scripts and service names are the property of Converse or their licensors, as the case may be. Converse trademarks and trade dress may not be used without prior written authorisation or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the relevant proprietors. All other trademarks not owned by Converse that appear on the Website are the property of their respective owners who may or may not be affiliated with, connected to, or sponsored by us. You may not use such trade marks without prior written consent from the relevant owners.

3.4 User Generated Content

"User Generated Content" is defined, for the purposes of this Website, as: communications, materials, information, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that you and/or other Website users publish, display,

upload, disclose, transmit, store, share or otherwise make available ("post") on or through the Website, except to the extent the content is owned by Skye or its licensors.

3.5 Posting Rules: User Generated Content and User Conduct

3.5.1 Be Responsible.

You are solely responsible for your User Generated Content, your interactions with other users and your activity on the Website. Do not take any action or post anything that may expose Skye or its licensors or its users to any harm or liability of any type.

3.5.2 Be Relevant and Constructive.

Stay on topic and post only constructive comments and questions. Unless the Website feature asks for it, don't talk about policies, future products, speculations or rumors about Skye and Converse products, or anything else off topic.

3.5.3 Be Courteous and Appropriate

Flaming and insults are prohibited. Do not post User Generated Content, or a link to a website, that, in Skye's sole discretion, is illegal, offensive, defamatory, infringing, inflammatory, deceptive, inaccurate, misleading, malicious, fraudulent, false, indecent, harmful, harassing, intimidating, threatening, hateful, abusive, vulgar, obscene, pornographic, violent, sexually explicit, invasive of privacy, publicity, intellectual property, proprietary or contractual rights, offensive in a sexual, racial, cultural, or ethnic context, will harm or threaten the safety of others, or is otherwise objectionable. Do not post photos or videos of another person without that person's consent. Do not "stalk," intimidate, abuse, harm or harass another Website user or person.

3.5.4 Be Private

Do not post personal information, including your email address, IM address, or phone number. Do not collect or solicit personally identifiable information from other Website users or send unsolicited emails or other communications. Do not collect, use or post on the Website the private information of anyone else without their consent or for illegal purposes, including without limitation addresses, phone numbers, email addresses, social security numbers and credit card information.

3.5.5 Be Personal

The Website is not to be used for any commercial purpose. Do not post any advertising, solicitation or commercial content whatsoever on the Website or accept payment from a third party in exchange for your performing commercial activity on the Website. Do not post any User Generated Content that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming." Do not use automated scripts to collect information from, or otherwise interact with, the Website.

3.5.6 Be Yourself

Do not impersonate any person or entity, including without limitation athletes or Skye employees. Do not misrepresent yourself, your age or your affiliation with any person or entity. Do not register for more than one account, register an account on behalf of another individual, group or entity, or sell or transfer your profile or account. Do not use or attempt to use another person's account, username or password.

3.5.7 Be Original

You warrant that you own or control all rights in any User Generated Content that you post on the Website. You are responsible for ensuring that any User Generated Content that you post does not, and will not, infringe or violate anyone else's rights, including copyright, trademark, patent, trade secret, privacy, publicity or other personal or proprietary rights. You undertake not to submit User Generated Content unless you are the owner or have permission from the owner to post such User Generated Content and grant Skye all of the license rights granted in these Terms of Use.

Furthermore, you represent and warrant that the content submitted to the Website is accurate, usable, and will not cause injury, defame any person or breach any clause of these Terms of Use or any law. You shall indemnify Skye from and against any and all loss by any person which results from a breach of these representations or warranties.

3.5.8 Be Legal

Do not post any User Generated Content, take any action or use the Website in a way that violates any law, would create liability or promotes illegal activities. Do not take any action on the Website designed to interfere, disrupt, damage, disable, overburden or limit the functionality of any computer software or hardware, telecommunications equipment or the Website. Do not post User Generated Content that contains software viruses, programs or other computer code. Do not circumvent or modify any Website security technology or software.

No content that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language may be posted on the Website nor may such content be associated in linking to the Website.

3.6 General Rules for User Generated Content

3.6.1 User Generated Content is Not Prescreened

Skye does not guarantee to prescreen User Generated Content. Skye does not guarantee the Website will be free from User Generated Content that is inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable. Skye is merely acting as a passive channel for such distribution and is not undertaking any obligation or liability relating to any User Generated Content or activities of users on the Website. Even in the event Skye chooses to monitor any User Generated Content, Skye assumes no responsibility for, or any obligation to monitor or remove, such user

Generated Content: Skye reserves the right to edit, remove, or refuse to post any User Generated Content or terminate your registered account for any reason.

3.6.2 Skye 's Rights to Your Posting

Your User Generated Content is not confidential or proprietary. You grant, and warrant that you have the right to grant, to Skye a non-exclusive, non-revocable, worldwide, transferable, royalty-free, perpetual right to use your User Generated Content in any manner or media now or later developed, for any purpose, commercial, advertising, or otherwise, including the right to translate, display, reproduce, change, create derivative works, sublicense, distribute, assign and commercialize without any payment due to you.

Skye shall be free to copy, adapt, distribute and disclose to third parties any such material for any purpose in any form throughout the world in perpetuity. You hereby waive any moral rights that it may have in such material.

3.7 Complaints

Immediately notify Skye in writing of any objectionable content appearing on the Website. Skye will make good faith efforts to investigate allegations that any User Generated Content violates these Terms of Use but makes no promise that it will edit or remove any specific User Generated Content.

3.8 Copyright Infringement Complaints

We respect the intellectual property rights of others and we prohibit users from posting on the Website any content that violates another party's intellectual property rights. If you believe that your work has been improperly copied and posted on the Website, please let us know immediately.

3.9 Links

The Website may contain links to websites operated by other companies. Skye does not endorse, monitor or have any control over these linked websites, which have separate terms of use and privacy policies. Skye is not responsible for the content or policies of linked websites and you access such websites at your own risk. You agree to access such websites at your own risk and discretion.

You may link to this Website, provided that you will not replicate any particular page, including the homepage. When linking to this Website, you confirm and agree that you will comply and ensure compliance with the requirements of this clause.

3.10 Published Activity

Skye allows you the option to publish about the actions you take on Skye's Website to Facebook, Twitter and other social platforms. Skye does not control which information gets disseminated on participating social platforms. You agree to allow Skye to check your Skye cookies when you are visiting participating social platforms, and allow Skye to receive information about your use of those social platforms.

3.11 Indemnification

You agree to indemnify, defend, and hold harmless Skye, its officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your User Generated Content, your use of content on the Website, your use of the Website, your conduct in connection with the Website or with other Website users, or any violation of these Terms of Use, any law or the rights of any third party.

3.12 Privacy

Skye's Privacy Policy, which is incorporated into these Terms of Use by this reference, further describes the collection and use of information on this Website.

3.13 User Interaction Disclaimer

You are solely responsible for your interactions with other Website users, whether online or offline in person. Skye is not responsible or liable for any loss or damage resulting from any interaction with other Website users or persons you meet through the Website. You agree to take reasonable precautions in all interactions with other users on the Website, whether online or offline, and conduct any necessary investigation before meeting another person. In addition, you agree to review Skye's Privacy Policy prior to using this Website. Skye is under no obligation to become involved with any user dispute, but may do so at its own discretion.

3.14. Warranty Disclaimer

Skye is not responsible or liable for any User Generated Content or other content posted on the Website ("Content") or for any offensive, unlawful or objectionable content you may encounter on or through the Website. The Website, User Generated Content, Content, and the materials and Products on this Website are provided "AS IS" and without warranties of any kind.

To the fullest extent permitted by law, Skye disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Skye cannot guarantee and does not promise any specific results from use of the Website. Skye does not represent or warrant that the Website will be uninterrupted or error-free, that any defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or anything else harmful.

To the fullest extent permitted by law, Skye does not make any warranties or representations regarding the use of the materials or Content in the Website in terms of their correctness, accuracy, adequacy, usefulness, reliability or otherwise.

You understand and agree that you download or otherwise obtain Content (including any mobile content) at your own risk, and that you will be solely responsible for your use and any damage to your mobile device or computer system, loss of data or other harm of any kind that may result.

Skye reserves the right to change any and all Content and other items used or contained in the Website at any time without notice. Some countries do not permit limitations or exclusions on warranties, so the above limitations may not apply to you (please refer to the CPA for further reference).

3.15 Limitation of Liability

If Skye breaches these Terms of Use, Skye will be responsible for any losses which you suffer as long as they were reasonably foreseeable to both you and Skye.

Skye does not in any way exclude or limit its liability for:

- death or personal injury caused by its gross negligence;
- fraud or fraudulent misrepresentation;
- any other loss which cannot be excluded by applicable law.

The maximum reimbursement of the above damages will (if applicable) be the purchase price of the Products concerned.

We shall not be liable for damage incurred by a third party resulting from the use of any of our Products. We shall not be liable for damage incurred by you as a result of your improper use of any of our Products. We are not liable for damages as a result of incorrect information on the Websites.

3.16 Termination

Skye reserves the right in its sole discretion to terminate your account, delete your profile and any of your User Generated Content, and restrict your use of all or any part of the Website for any or no reason, without notice, and without liability to you or anyone else.

Skye also reserves the right to block users from certain IP addresses and prevent access to the Website.

You may terminate your account at any time by clicking the “deactivate account” button in the account settings. You understand and agree that some of your User Generated Content, such as that which is displayed outside your profile, in activity feeds, in other parts of the Website, or on other social platforms (e.g., Facebook and Twitter), may continue to appear on the Website or on other social platforms even after your User Generated Content is removed or your account is terminated.

These Terms of Use remain in effect even after your account is terminated.

SECTION 4: GENERAL

4.1 Website owner

This Site is controlled by Skye Distribution (Pty) Ltd.

4.2 Promotions, Offers and Gift cards

All Converse promotions and offers are for a limited time only and while stocks last. Skye reserves the right to terminate, suspend or modify the promotion or offer without notice.

Promotional vouchers

Promotional vouchers may be issued electronically in Skye's sole discretion. Users do not have a right to promotional vouchers, and promotional vouchers cannot be earned. Promotional vouchers are issued under specific terms and conditions regulating when and how they may be used. Promotional vouchers are issued for limited validity time periods. Promotional vouchers can be used to secure a discount on the Website, provided that the promotional voucher is valid and has not expired.

Some promotional vouchers may be subject to a minimum spend requirement or other conditions, as communicated in the information accompanying the promotional voucher.

To utilise a promotional voucher and claim the applicable discount in respect thereof, you must insert the relevant discount code into the promotional voucher code box provided at check out.

Returns will be refunded at the actual rand value paid per item after the respective promotional voucher discount is applied.

Promotional voucher codes are not valid on any discounted items and promotional voucher codes may not be used in conjunction with any other offers on the Website.

Promotional vouchers cannot be exchanged for cash and the full value must be utilised.

Gift cards

Skye may from time to time make electronic gift cards available for use on the Website towards the purchase of Converse products. Gift cards can only be redeemed while they are valid and an expiry date cannot be extended.

Gift cards cannot be:

- used to purchase other gift cards or promotional vouchers;
- exchanged for cash; or
- transferred to any other person.

A gift voucher cannot be used to purchase a cart that is of higher value than the voucher. If the cart is of lower value than the voucher, the residual amount will be a balance on the voucher.

Skye shall not be held liable for the loss, theft or illegibility of gift vouchers, and gift vouchers will not be replaced.

4.3 Severability

If any provision in these Terms of Use is held invalid, the remainder of these Terms of Use shall continue to be enforceable. If any provision in these Terms of Use is deemed unlawful, void or unenforceable, then that provision is deemed severable from these Terms of Use and the remaining provisions are still valid and enforceable.

4.4 Written communications and notices

Communication between Skye and the “user/buyer” will be electronically as such via email. Applicable laws may require that some of the information or communications Skye send to you “the user/buyer” should be in writing, for which purpose we both agree that electronic communications will suffice. This paragraph does not affect your rights.

All notices given by you must be given in writing and delivered by email. Notices to you may be given to the email address or the invoice address provided when you placed your order.

4.5 Events outside our control

Neither of us shall be liable to the other for any delay or non-performance of its respective obligations under the Terms of Use to the extent that performance is interrupted or prevented by any act or omission beyond its reasonable control. This paragraph does not affect your rights and in particular Skye’s obligation to perform the Contract within 30 days of order.

Such delay or non-performance will not be a breach of the Contract and the time for performance will be extended by the period during which performance is prevented.

4.6 Variations

Skye or its licensors may change these Terms of Use at any time without notice, effective upon its posting to the Website. You agree to review these Terms of Use regularly to make yourself aware of any changes. Your continued use of the Website shall be considered your acceptance to the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this website.

In relation to Products, you will be subject to the policies and terms in force at the time that you order Products from us, unless any change to those policies or these terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if Skye notifies you of the change to those policies or these terms before Skye sends you the order confirmation (in which case Skye has the right to assume that you have accepted the change to the terms, unless you notify us to the contrary within 7 working days of receipt by you of the Products).

4.7 Waiver

If either of us does not insist upon strict performance of any of the other's obligations under the Contract or any of these terms, or if either of us does not exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve the other of us from compliance.

4.8 Law and jurisdiction

Contracts for the purchase of Products through the Website will be governed by and construed in accordance with the laws of the Republic of South Africa. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of the Republic of South Africa.

4.9 Disclosure of Information

Merchant: Skye Distribution (Pty) Ltd

Registration number: 1955/002635/07

Physical address: Cnr Renaissance and Prelude Avenues, Crown Mines, Gauteng, 2092

Postal address: P O Box 43229, Industria, 2042

Telephone number: 0879404664

E-mail address: customerservice@skyedistribution.co.za

Website address: www.converse.co.za

Skye will receive service of documents in legal proceedings at the above physical address.

Place of registration: Republic of South Africa.

[January 2021]