

# Terms & Conditions

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## Terms of Use

Welcome to the Converse website ("Site") Please review the following basic rules that govern your use of our Site (the "Agreement"). Please note that your use of our Site means that you agree to these rules.

## General

We may from time to time change these rules. Your use of our Site following any such change means that you agree to the rules as changed.

## Site Contents

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## User Comments, Feedback, Postcards and Other Submissions

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to Converse on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, "Comments") shall be and remain Converse's property. Such disclosure, submission or offer of any Comments shall constitute an assignment to Converse of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, Converse will own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. Converse is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay to user any compensation for any Comments; or (3) to respond to any user Comments.

You agree that no Comments submitted by you to the Site will violate any right of any third party, including copyright, trademark, privacy, or other personal or proprietary right(s). You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, abusive, or obscene material. You are solely responsible for the content of any Comments you make.

You agree that Converse may use and/or disclose information about your demographics and use of the Site in any manner that does not reveal your identity. Please see our Privacy Policy for additional details.

## **Product Information**

The prices displayed at the Site are quoted in U.S. Dollars and are valid and effective only in the United States. Online sales are restricted to the United States only.

## **Colors**

We have made every effort to display as accurately as possible the colors of our products that appear at the Site. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

## **Links to Other Websites and Services**

This Site may contain links to outside services and resources, the availability and content of which Converse does not control. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular outside service or resource.

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## **Limitation of Liability**

Converse shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Converse has been advised of the

possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **Indemnification**

You agree to defend, indemnify, and hold Converse harmless from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to your use of the Site.

## **Miscellaneous**

This Site is controlled by Converse from its offices in North Andover, Massachusetts. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and federal courts of the Commonwealth of Massachusetts.

## **Termination**

This Agreement is effective unless and until terminated by either you or Converse. Either of us may terminate this Agreement at any time without notice.

## **Third-Party Links**

In an attempt to provide increased value to our visitors, Converse may choose various third party websites to link to from its own site. However, even if the third party is affiliated with Converse, Converse has no control over these linked sites who each have separate privacy and data collection practices, independent of Converse. Converse has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of such websites. These linked sites are only for your convenience and you therefore access them at your own risk.

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# Privacy Policy

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## General

We understand that your trust in us is our most important asset online. In order to preserve that trust we want you to understand what information we collect and how we use it.

In order to provide an enjoyable and first-rate experience online, we use technology to create personal experiences on our website and to manage and maintain customer information.

This notice describes the Converse.com Privacy Policy and the practices we follow. It also explains what types of information we collect and under what circumstances we may share it. Please note that this Privacy Policy supersedes any prior policy that we have issued.

From time to time we may change our Privacy Policy. Your use of our Site following such changes means that you agree to the new Privacy Rules as changed.

These rules - specifically including the "Customer Information Policy," "Use of Cookies," "Use of IP Addresses," and "Security" paragraphs below - apply to this website only and not to any other website or business activity of Converse Inc.

## Customer Information Policy

At the present time the Converse site is designed for audiences 13 years of age and above. Converse does collect customer information on those users who are 13 years of age or older in an effort to improve our customers' shopping experience. Converse recognizes that it must maintain and use customer information responsibly. The information collected is used to help us respond to customer inquiries, send emails about sales, events, and surveys, contact contest winners, and/or ship and bill orders. The information also helps us in determining what products appeal to our customers so we can better merchandise our site.

We may use customer information for marketing and promotional purposes. Each promotional email we send comes with a link that enables our customers to

unsubscribe or remove themselves from our mailing list. We do not currently sell online customer information to any outside company or third party.

We maintain strict policies and security controls to assure that customer information in our computer systems and files is protected. Our employees and affiliates are permitted access only to customer information that they may need to perform their jobs and to provide service to you. All employees and affiliates are required to respect customer privacy.

## **Unsubscribing, Removing, or Modifying Your Information**

We want to communicate with you only if you want to hear from us. If you prefer not to receive information from Converse or would like to update or change your personal information or preferences, follow the instructions below.

## **Registration Information, Email, and Other Subscriptions**

To modify or delete entirely the information you have provided during registration, please [Log In](#) and update your profile.

To unsubscribe from an email, please follow the instructions in any email you receive. Or [Log In](#) and update your profile.

## **Communications in Progress/Sales and Service Information**

Please note, if you have unsubscribed from any Converse communications, due to production schedules, you may receive communications already in production. Also, if you request your registration information be deleted or if you unsubscribe from communications, we may maintain information about sales transactions or service inquiries for future service and record keeping purposes.

## **Use Of Cookies**

What is a cookie? A cookie is a piece of information that is sent to your computer's hard drive to help our site recognize you when you return to our site. Cookies are used as a standard practice by many sites. An example of how we use this function could be if you started to place items in your shopping cart, but

then for some reason had to leave our site or shut off your computer. When you return to our site, the cookie would enable our site to recognize that you have returned and all the items you placed in your cart during an earlier session would still be in your shopping cart.

We also use cookies to determine the number of people that come to our site. It is important for us to understand the number of new customers using our site. When your computer accepts the cookie, we are able to record that session as a new visitor to our site.

As important as cookies are to our site, we understand that this might make you uncomfortable. If you would prefer to not accept cookies from ours or any other site, you can modify the setting on your specific web browser to not accept them. Please refer to your browser's online help feature or the user's manual for instructions on how to do this.

## **Use Of IP Addresses**

An IP address is a number automatically assigned to your computer whenever you get on to the internet. Your computer's IP address is used by our site for administration purposes and to report aggregate traffic information to our affiliates and advertisers. Our site does not tie personal information to an IP address.

## **Security**

While no online transaction is 100% secure, Converse strives to protect your personal information to the best of our ability. Users have the option of using a Secure Checkout feature when placing an order on our site. This option uses the industry standard, SSL (secure socket layer) encryption to protect any personal information including your credit card number.

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