



TERMS AND CONDITIONS

The Terms and Conditions of Use including the Privacy Policy and Copyright Policy Conditions (“the Terms”) apply to all Users of the KEEN website (“the Website”). The Terms govern the use of the Website and the Services by Users. Access and use of the Services and the Website is granted only on the basis that the User has carefully read and agrees with all terms and conditions contained in the Terms.

“User” for the purpose of the Terms means any person, group or entity who accesses, uses or views in anyway the Website either directly or indirectly including in their capacity as advertiser, browser, subscriber or any other use of the website, or uses, benefits or is in anyway connected with the Services.

“KEEN” for the purpose of the Terms means KEEN Footwear Australia, its employees, directors, agents and affiliates.

“KEEN's Services” and “Services” means all products, information, items and services provided to Users or other third parties by KEEN whether directly or indirectly via the Website or in any way connected with the Website.

KEEN may amend the Terms at any time at its sole discretion by posting the amended terms on the Website. All amended Terms shall be effective 7 days after they are posted on the Website. In the event that a User does not agree with the Terms, the User must immediately cease use of the Website and the Services.

The Services are available only to persons or entities who can form legally binding contracts (i.e. in the case of individuals, those over the age of 18 years or such other age as applicable by law).

KEEN may amend the Services provided on or via the Website at any time.

Unless otherwise stated, all amounts stated by KEEN are quoted in Australian Dollars and exclude Goods and Services Tax unless otherwise stated.

KEEN has no control over the quality, safety or legality of any item or content posted by Users on the Website nor does it have control over the truth or accuracy of the listings or information provided by Users or third parties.

It is the User’s responsibility to verify the current lawfulness of transactions in the transacting countries and Users use the site at their own risk.

KEEN does not warrant that your access to the Services or Website will be continuous or fault free and the User acknowledges that KEEN does rely on various Service Level Agreements that it has with third parties from time to time and its ability to perform hereunder may be affected by the terms of such Service Level Agreements.



KEEN is not responsible for confirming the identity of Users. Users should make their own enquiries and verify for themselves whether a person, entity or item on the Website is the person, entity or item that it purports to be.

Without limiting any other remedies available to KEEN, KEEN may, at its sole discretion, suspend or terminate the Website access or the Services to any User or permanently delete or temporarily remove any item or information which is posted to the Website by the User or on behalf of the User if KEEN suspects that the User has engaged in fraudulent activity in connection with the Website or in any conduct which KEEN is of the view that it is offensive, unlawful, or if the item, information or User is breaching these Terms.

The User is not entitled to set up (or to assist others to set up) links from the User's own websites to the Website (whether by toggling or otherwise) without KEEN's prior written consent, which it may grant or withhold at its absolute discretion.

The User agrees not to use any robot, spider, other automatic device, or manual process to monitor or copy any content or web pages or other information on the Website without KEEN's prior written permission.

KEEN provides the website and the Services on an "as is" basis and without any warranty or condition, express, implied or statutory. To the extent permitted by law, KEEN specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. KEEN does not guarantee continuous, uninterrupted or secure access to the Website or the Services, nor does it guarantee that the Website or its server are free of viruses or other harmful elements, and it is acknowledged that the operation of the Website may be interfered with by numerous factors outside KEEN's control.

The security of personal information is important to KEEN, and KEEN is committed to handling it carefully. KEEN makes reasonable efforts to follow generally accepted industry standards to protect the personal information submitted to it, both during transmission and once received. For example, KEEN aims to reduce the risk of accidental destruction or loss, or the unauthorised disclosure or access to personal information, as appropriate to the nature of the data concerned. No method of transmission over the Internet, or method of electronic storage, however, is completely secure. Therefore, KEEN cannot guarantee the security of any data disclosed to it online, and in accepting the Terms by using the Website the User accepts the inherent risks of disclosing data online and agrees that in no event will KEEN or any of its subsidiaries or affiliates be liable for any breach of security or unauthorised third party intrusion.

The Website may contain links to websites of third parties who (1) are not affiliated with KEEN, (2) are outside KEEN's control, and (3) are not covered by this Policy ("Third Party Websites"). Links provided to Third Party Websites on the Website are provided to the User only as a convenience, and the inclusion of any link does not imply reliability and endorsement by KEEN of the content of any such Third Party Websites. KEEN is not responsible for the privacy practices of Third Party Websites, which may collect and use information from the User in a manner different to how KEEN does so and accordingly the



use of such Third Party Websites is entirely at the User's own risk. For relevant information, the User should review the privacy statements or policies of any Third Party Websites before using them.

To the extent that KEEN is able to limit the remedies available under the Terms, and subject to Clause 18 of the Terms, KEEN expressly limits its liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at KEEN's sole discretion):

- (i). in the case of goods, any one or more of the following:
 - o a. the replacement of the goods or the supply of equivalent goods;
 - o b. the repair of the goods;
 - o c. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - o d. the payment of the cost of having the goods repaired; and
- (ii). in the case of services:
 - o a. the supply of the services again; or
 - o b. the payment of the cost of having the services supplied again.

In no event shall KEEN be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with The Services or the Website or these Terms. The User agrees to accept sole responsibility for the legality of the User's actions under the laws which apply to the User and any transaction conducted directly or indirectly or in any way connected with the Website or the Services. The User agrees that KEEN has no responsibility for the legality of any other User's actions or inactions.

To the extent permitted by law, KEEN's liability, to the User or any third parties in any circumstance is limited to the greater of:

- The amount of fees the user pays to KEEN in the 3 months prior to the action giving rise to the liability; and
- AUD\$50.00.

Notwithstanding the above provisions, nothing in the Terms is intended to limit or exclude any liability on the part of KEEN where and to the extent that applicable law prohibits such exclusion or limitation.

The User is solely responsible for the supply of the content which is published on the Website. The User must ensure that any content does not include Prohibited Content and complies with all applicable laws. For the purpose of these Terms "Prohibited Content" means content that:

- (a). is likely to be, having regard to the contemporary attitudes of Australian society, offensive to reasonable adults;



- (b). is likely to be, having regard to the contemporary attitudes of Australian society, unsuitable for minors;
- (c). promotes, incites or instructs in matters of crime;
- (d). describes, incites or promotes unlawful sexual activity;
- (e). promotes or incites violence against any person or group, or incites racial hatred;
- (f). causes unnecessary alarm, distress or panic;
- (g). breaches a code of practice that applies to the Service;
- (h). is false, misleading or deceptive, or likely to mislead or deceive;
- (i). provides financial advice to any person;
- (j). is out of date, having regard to information generally available, subsequently published, or released, or made available;
- (k). contains viruses, corrupted data, or other harmful, disruptive, or destructive files; or
- (l). breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

It is acknowledged that a failure to comply with clause 23 constitutes a material breach of these Terms and Conditions which gives Keen the discretion to take such action as it deems appropriate, including but not limited to: (i) terminating the User's right to use the Website; (ii) removing any content that fails to comply with clause 23; (iii) pursuing legal action against the User, in which case the User agrees that KEEN may recover reasonable legal costs and fees incurred in pursuing such action; and/or (iv) disclosing information to law enforcement authorities.

The User agrees to indemnify and continue to indemnify and hold KEEN harmless from and against any claims, demands, proceedings, losses and damages of every kind and nature, known and unknown, including reasonable legal fees, made by any third party or User due to or arising out of: (i) the User's breach of the Terms, or (ii) the User's violation of any law or the rights of a third party or (iii) as a result of any User having a dispute with any other User/s.

The User shall comply with all applicable domestic and international laws, statutes, ordinances, common law and regulations regarding the User's use of the Website and Services. The User agrees to ensure that any information posted by the User on the Website does not violate the Broadcasting Services Act 1992 (Cth), the Trade Practices Act 1974 (Cth) and any other applicable legislation. The User is responsible for confirming that all activities are lawful and the User must ensure that all applicable laws and the terms are complied with in every respect.

The User and KEEN are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.



Any notice shall be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail) or by facsimile transmission to KEEN, c/- Tisher Liner & Co, Lawyers, Level 2, 333 Queen Street, Melbourne, VIC 3000, Facsimile: +61 3 9670 6359, DX 181 Melbourne (in the case of KEEN) or to the email address the User provides to KEEN during the use of the Website or the Services (in the User's case).

Any claim arising out of or in connection with the Terms, the Website or the Services may at KEEN's sole discretion be settled by binding arbitration by a barrister arbitrator appointed by the President of the Law Institute of Victoria or by mediation with a solicitor mediator appointed by the President of the Law Institute of Victoria. The User agrees to be bound by the ruling arbitrator. The costs of the dispute including all reasonable legal fees of the parties are to be borne by the originator.

The Terms shall be governed by the laws of the State of Victoria, Australia and all Users irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

The provisions of the Terms are severable, and if any provision of the Terms is held to be invalid or unenforceable, such provision may be removed and the remaining provisions shall be enforced.

KEEN's failure to act with respect to a breach by any User or others does not waive its right to act with respect to subsequent or similar breaches.

Buyers are eligible to receive \$10 off on their first order (Excluding clearance items).

The Terms are the entire understanding and agreement between the User and KEEN and those terms and conditions which are intended to remain after the termination or expiry of these Terms including but not limited to all indemnities owed to KEEN by the User, shall survive any termination or expiration of these Terms.