Under Armour – User Privacy Policy

UNDER ARMOUR – PRIVACY STATEMENT
Last revised: July 31, 2014

Announcement: The Under Armour Connected Fitness suite includes all Under Armour and MapMyFitness branded web and mobile fitness products and services. You can connect to the full suite of Under Armour Connected Fitness products and services through a single point of sign-on—your UA Account. Additionally, you will soon be able to use your UA Account to log in to Under Armour U.S.-based shopping websites and mobile applications (“Under Armour Shopping”). Use of any Under Armour Connected Fitness products and services (such as the I Will What I Want mobile application or website) is subject to this Privacy Statement. By using any new Under Armour Connected Fitness products or services or visiting Under Armour Shopping, you acknowledge and agree to this Privacy Statement and accompanying Terms of Condition and Use (http://about.mapmyfitness.com/under-armour-record-terms-and-conditions-of-use/). (“Terms”). Upon acceptance of the Terms, any user information or content shared with MapMyFitness will also be shared with Under Armour.

Welcome to Under Armour Connected Fitness, an integrated suite of fitness related products and services, including:

- Under Armour-branded fitness websites and MapMyFitness-branded websites (collectively, “Websites”)
- Under Armour-branded fitness mobile applications and MapMyFitness-branded Mobile Applications (collectively, “Mobile Applications”); and
- other associated health and fitness related websites, applications, applets, widgets, software development kits, tools, calculators, content, social networking components, products, services, or select promotional offers made available by Under Armour or MapMyFitness via Under Armour Connected Fitness.

Collectively, all of the above, along with Under Armour Shopping, are referred to as the “Services.”

Under Armour Connected Fitness is made available to you (individually, “you,” and collectively, “users”) by Under Armour and MapMyFitness, a wholly owned subsidiary of Under Armour (collectively, both Under Armour and MapMyFitness may be referred to as “We,” “we,” “Our,” or “our”).

We have posted this Privacy Statement to let you know what kind of information we collect when you interact with the Services, the purposes for which we collect and use your information, how it is handled, with whom it may be shared, and what choices you have regarding our use of your information.

Additional or different privacy-related terms may apply to Under Armour Shopping. MMF users who use the Services but do not create a UA Account expressly agree to the Terms and Privacy Statement for such Services.

Any capitalized but undefined terms used in this Privacy Statement have the same meaning as when used in the Terms.

This Privacy Statement applies to all personal information and location information we collect or acquire about you through the Services and through any other media channels and platforms, whether online, offline, print, telephonic, mobile, wireless, or otherwise, whether collected or acquired by Under Armour, MapMyFitness, or any other Under Armour subsidiary or affiliate. Certain products, services, and promotional offers made available by Under Armour and/or MapMyFitness may contain links to additional or different privacy terms. For example, non-U.S.-based Under Armour or MapMyFitness web and mobile products and services may employ privacy terms that differ from those in this Privacy Statement. In the event of a conflict between this Privacy Statement and such additional or different privacy terms, the additional or different privacy terms will apply.

As we continue to develop our Services and take advantage of advances in technology, our Privacy Statement may change. Please refer to this page frequently for the most up-to-date information.

WHAT TYPES OF PERSONAL INFORMATION DO WE GATHER?

We collect information about you when you register to use our Services, connect your social media account, use our Services, or communicate with us. You can choose not to provide certain information or opt out of some automated collection of your information, but then you may not be able to take advantage of certain features or Services. By using our Services, you grant us permission to process your personal information in accordance with the provisions of this Privacy Statement.

Personal Information. When you sign up for a particular Service that requires registration or an account (collectively, any type of account you may create through Under Armour or MapMyFitness is referred to in the Terms and this Privacy Statement as “Account”), we ask you to submit certain personal information. Personal information is any information that identifies you personally, either alone or in combination with other information available to us. Personal information may include, but is not limited to:

- Your name, username, email address, date of birth, gender, and/or Account password;
- The phone number assigned to your mobile device, along with other pertinent information concerning your device, including the name...
of your wireless carrier/provider and any device identifier;
• Certain information concerning your health and physical characteristics; and
• Any other personally identifiable information you share through the Services.
You may use Under Armour Shopping without registering an account. If you choose to check-out as a guest, we will collect limited personal information from you in order to fulfill your order, but once your order is completed, we will not retain your personal information except as may be reasonably necessary to document our business activities or as needed for required disclosures.

Social Media Connection. You may choose to enable or log in to the Services via various social media or social networking services such as Facebook or Twitter (“Social Networking Services”). By integrating these Social Networking Services into our Services, we can offer you a richer and more personalized experience with our products and services. When you connect your Account to a social media account, we collect certain personal information that you have provided to that Social Networking Service. For example, when you log in with your Facebook credentials, we may collect personal information from your Facebook profile, such as your email address, profile picture, and friend list.

Payment Method Information. For certain Services, we request that you furnish certain financial information, including but not limited to, credit card or other payment account information.

Location Information. Some Under Armour Connected Fitness Services use location-based components. To provide these features, we or our partners and licensees may collect, use, and share precise location information, including the real-time geographic location of your mobile device. For some third-party partners, such as Google, this location information may be shared automatically. For others, such as Facebook, location information will only be shared with your explicit permission or if you choose to share it via the device. Location information includes, but is not limited to, any information we derive in order to identify your geographic position. This information may be collected from your wireless carrier, certain third party service providers, or directly from the mobile device with which you use or access our Services. The collection and tracking of your location information may occur even when our Services, including any mobile application, are not actively open and running. Your location information, however, is only displayed and shared in accordance with your established privacy settings.

We may combine the personal information and/or the location information that you provide via your Account with information from other Services or third parties in order to enhance your experience and/or to improve the overall quality of the Services. For certain Services, we may give you an opportunity to opt out of the combination of such information.

Other Information You Provide. When you employ our Services, we may receive certain non-personally identifiable information about your use of the Services. Such information, which may be collected passively using various technologies or via submission of data by devices you may have configured to work with the Services, cannot presently be used to specifically identify you. We may store such information ourselves, or it may be included in databases owned and maintained by our respective affiliates, agents, and/or service providers. We may use such information and pool it with other information to track, for example, the total number of visitors to the Services, the number of visitors to each page of the Services, and the domain names of our visitors’ Internet service providers. No personal information is available or used in this process.

Information From Other Sources. If you have created an Account with us, we may obtain certain demographic information about you from reputable third party sources to help us improve our communication with you and improve our business overall.

Aggregated Information. To better serve you and improve the Services, we may conduct research on demographics, interests, and behavior based on personal information and other information provided via the Services. This research may be compiled and analyzed on an aggregate basis, and we may share this aggregated information with our affiliates, agents, and business partners. This aggregate information does not identify you personally. We may also disclose aggregated information in order to describe our services to current and prospective business partners and to other third parties for other lawful purposes.

Cookies, Automatic Data Collection, and Related Technologies. When you access or use the Services, we and third parties that provide certain functionality on our Services, such as Facebook, Twitter, and ad networks, may engage, receive, collect, and store certain types of information through automatic data collection tools including cookies, pixel tags, Web beacons, embedded Web links, and other commonly used information gathering tools (“Automatic Data Collection Tools”). These Automatic Data Collection Tools collect certain information including, but not limited to, information such as your web requests, Internet Protocol address, browser type, browser language, the date and time of your request, referring/exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, cookies that may uniquely identify your browser, and elements employed in the Mobile Applications.

Cookies. A “cookie” is a small data file stored by your web browser on your computer’s hard drive. It allows us to recognize your computer (but not specifically who is using it) when you visit one of the Services by associating the identification numbers in the cookie with other user information you have provided us. That user information is stored on our secured database. Some cookies will remain on the hard drive of your computer or mobile device for the duration of your browsing session, while others will remain for longer periods of
time or will remain unless and until deleted by you. You may be able to configure your browser to accept or reject all or some cookies (other than Flash cookies) or notify you when a cookie is set. Each browser is different, so please check the “Help” menu of your browser to learn how to change your cookie preferences. Please note that some of our Services or features may not function properly or at all if cookies are disabled or blocked.

Some third party service providers may use “Flash cookies,” also known as Local Shared Objects or LSOs. Flash cookies are saved on your computer in the same way as other cookies, but they cannot be rejected, disabled, turned off, opted out of, or deleted in the same way as regular cookies. For information on how to manage and remove Flash cookies, please visit: http://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html or epic.org/privacy/cookies/flash.html (http://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html).

**Pixel Tags.** “Pixel tags” (also known as “tracking pixels” or “web beacons”) are small graphic files that allow us to monitor the use of our Services. The use of pixel tags is industry standard technology used by most major web sites. A pixel tag can collect information such as the IP (Internet Protocol) address of the computer that downloaded the page on which the tag appears; the URL (Uniform Resource Locator) of the page on which the pixel tag appears; the time the page containing the pixel tag was viewed; the type of browser that fetched the pixel tag; and the identification number of any cookie on the computer previously placed by that server. One of the ways in which we use pixel tags is through a third-party service provider to serve ads on our behalf across the Internet. They may collect anonymous (other than your IP address) information about your visits to and interaction with our Services. They may also use this information about your visits to the Services and other websites and applications to target advertisements for goods and services. If you would like more information about online marketing practices and to know your choices about not having this information used by our third party service providers, please click www.networkadvertising.org/choices (http://www.networkadvertising.org/choices/).

Please see the section below titled “How Do We Use Automatic Data Collection Tools?” for more information about our use of these tools and your choices related to automatic data collection.

**HOW DO WE USE YOUR PERSONAL INFORMATION?**

When you sign up for a particular Service that requires an Account, we may ask you to provide certain personal information or location information. If we intend to use this personal information in a manner different than the purpose for which it was collected, we will ask you for your specific consent prior to such use. If we propose to use personal information in ways that are less restrictive than those described in this Privacy Statement and/or in the specific service notices, we will offer you an effective way to opt out of such use of your personal information for such identified other purposes. In addition, you may decline to submit personal information or location information to any of the Services; this may mean, however, that we are unable to provide certain Services to you.

We process and use personal information and location information for the purposes described in this Privacy Statement and/or any specific privacy notices set forth for select Services. In addition to the above, such purposes may include:

- Operating, maintaining, and providing you all of the features of the Services, including the display of customized content and advertising;
- Providing the basic functionality of the Mobile Applications, such as displaying your live location and movement;
- Employing “reverse geo-coding” and your IP address or saved location information to provide you with specialized route and event content;
- Contacting you to deliver special offers, promotions, or other information;
- Auditing, research, and analysis in order to maintain, protect, and enhance the Services;
- Ensuring the functionality and usability of the Services;
- Installing and monitoring elements for security and/or credit or fraud prevention purposes;
- Creating user profiles that permit us to better understand what information a given user of our Services might like to receive from us;
- Providing you with information and notices related to the Services;
- Inviting you to participate in surveys conducted by us and/or our affiliates;
- Developing new products and services; and
- Improving our marketing and promotional efforts.

**Email Communications.** To improve our email communications, we may receive a confirmation when you open email messages from the Services, if your computer supports such capabilities. We also compare our users list to lists received from other companies in an effort to avoid sending unnecessary messages to our users. If you do not want to receive email messages or other communications from us, please see the section titled “How can you opt out of receiving communications from us?” below.

**Direct Marketing.** Each user that has registered or created an Account, has the choice of receiving announcements about our products, services, and special events or promotions from us via email, and/or text messaging. You will receive promotional email messages from both MapMyFitness and UA only if you have agreed to receive them from MapMyFitness or UA or both by (i) registering for an Account via the mobile in-app registration process, (ii) leaving the check in the box next to the invitation to receive announcements, news, and
promotions when registering or creating your Account via website, or (iii) clicking on an “Email Signup” link on the Services and entering your email address. You will receive promotional text messages from us only if you have agreed to receive them by providing your mobile phone number when you register or create an Account.

**HealthKit Data:** You can chose to connect and share your MapMyFitness and UA Record information with HealthKit and your HealthKit information with MapMyFitness and UA Record. The information you provide to HealthKit is then governed by the Apple Terms and Conditions and Privacy Policy. The unique information you chose to send from HealthKit is not used by Under Armour for marketing and advertising or transferred by Under Armour to third parties for marketing and advertising.

**YOUR CHOICES**

**UA Account Privacy Settings and Online Disclosures.** Certain Websites and Mobile Applications available through the Services come equipped with privacy settings for your profile and activities. For these Websites and Mobile Applications, we provide you with three privacy setting options for your UA Account—“Public. Share With Everyone,” “Friends. Share With All My Friends,” and “Private. Do Not Share.” These privacy settings control who can view your online disclosures, including but not limited to certain personal information, location information, and activity data.

The default UA Account privacy setting is “Friends. Share With All My Friends.” The “Friends. Share With All My Friends” privacy setting limits access to your online disclosures. While you maintain a “Friends. Share With All My Friends” privacy setting, only certain personal information—specifically, your username, first name, and first initial of your last name, and any profile picture associated with you—that you disclose and/or transmit to us via the Websites and/or Mobile Applications is disclosed or accessible to the public. All other personal information, location information, and activity data that you disclose and/or transmit is only disclosed to and accessible by us and those persons who you have designated as “Friends.”

A “Private. Do Not Share” privacy setting further limits access to the personal information, location information, and activity data that you disclose and/or transmit via the Websites and/or Mobile Applications. Specifically, while you maintain a “Private. Do Not Share” privacy setting, no personal information, location information, or activity data that you disclose and/or transmit to us is disclosed to or accessible by your Friends or the public. It is only disclosed to and accessible by us.

To permit the public or any third parties, including other users of our Services, to view personal information, location information, and activity data, you must actively and specifically employ a “Public. Share With Everyone” privacy setting.

When you record and log activities (e.g., routes, food, workouts) in connection with your use of the Services, you may be permitted to designate a privacy setting specific to those activities by selecting an icon that corresponds to one of the privacy settings—“Public. Share With Everyone,” “Friends. Share With All My Friends,” and “Private. Do Not Share.” The privacy setting that you set for the logged activity at that time will apply only to that activity.

We recommend that you actively manage your privacy settings on an ongoing basis, so that you can effectively guard against the unauthorized use or misuse of your personal information or location information by others.

**HOW DO WE USE AUTOMATIC DATA COLLECTION TOOLS?**

**Purposes for Which Automatic Data Collection Tools are Used:** We use Automatic Data Collection Tools to:

- customize our Services;
- improve our site design, product assortments, customer service, and special promotions;
- analyze use and performance of our Services by measuring and recording the number of visitors to the Services, the paths to the Services, and activity on the Services;
- identify the pages you click on during your visit to our Services and the name of the website you visited immediately before navigating to our Services;
- enable you to interact with our Services;
- measure the success of our marketing activities—for example, when corresponding with you via email, we may use “format sensing” technology, which allows pixel tags to let us know whether you received and opened our email; and
- manage our advertising programs, such as by delivering advertisements on or through our Services and on third party websites that may be particularly relevant to individual consumers and that will improve the consumer experience and be tailored to user preferences.

For more information on how to turn off certain Automatic Data Collection Tools, please see the section on “Cookies” and “Pixel Tags” above.

**Third Party Data Collection on Our Services.** Please note that certain third parties whom we do not control use Automatic Data Collection Tools on our Services. When you “opt-out” of receiving interest-based ads through one of the links below, these Automatic Data Collection Tools may still collect information about your use of the Services for other purposes, such as analytics and fraud prevention.

**ONLINE ADVERTISING**

**On Our Services.** We may use personal information and data collected through Automatic Data Collection Tools to deliver personalized Under Armour, MapMyFitness, or third-party interest-based advertising to you on our Services. For example, there may be separate
products and services offered by third parties advertised on or through our Services that may be complementary to your use of our Services. If you choose to use these separate products or services, disclose information to the third party providers, or grant them permission to collect information about you, then their use of your information is governed by their own privacy policies; Under Armour and MapMyFitness are not responsible for these third party privacy practices. If you click on a link to a third party site or are considering using a third party providers' products or services, we encourage you to check and evaluate the privacy policy on that third party's website.

Please see "How You Can Opt-Out of Online Tracking and Receiving Interest-Based Advertisements" for more information about your choices.

**On Third Party Websites.** We work with third-party companies that use tracking technologies, such as Automatic Data Collection Tools, to serve advertisements on our behalf across the Internet. These companies may collect information about your use of the Services and your interaction with our advertising and other communications. If you would like more information about this practice and to know your choices about not having your information used by these companies, please see “How You Can Opt-Out of Online Tracking and Receiving Interest-Based Advertisements” below and/or visit www.networkadvertising.org/managing/opt_out.asp. These third party service providers may have access to user personal information needed to perform their functions, but may not use such information for any purpose other than the function which we have directed them to perform on our behalf. We require such third party service providers to implement and maintain reasonable security measures to safeguard the confidentiality, security, and integrity of your personal information.

**HOW CAN I OPT-OUT OF ONLINE TRACKING AND RECEIVING INTEREST-BASED ADVERTISEMENTS:***

If you want to “opt out” of tracking for purposes of serving you online interest-based advertisements, please follow the instructions at www.aboutads.info/choices or http://www.networkadvertising.org/choices/; except, you must click here (http://dtmc.underarmour.com/adinfo/adchoices_fpc.html?cid=2365&cname=Under%20Armour&cmagic=9fb7b0&clogo=under_armour.png&purl=http://www.underarmour.com/shop/us/en/customer-service/security-and-privacy-policy/_blank;status=0,toolbar=0,location=0,menubar=0,scrollbars=1,width=921,height=758) to opt-out of tracking while using Safari web browser or while on mobile devices.

When you “opt out” using any one or all three of these options, an “opt-out” Cookie will be placed on your device indicating that you do not want to receive interest-based advertisements. If you delete cookies on your device generally, please keep in mind that you will need to opt-out again.

**Please Note:** When you “opt-out” of receiving interest-based advertisements, this does not mean you will no longer see advertisements from us or on the Services. It means that the online ads that you do see will not be targeted to you based on your particular interests. We may still collect information about you and your use of the Services for any purpose permitted under the Privacy Statement, including for analytics and fraud prevention.

**HOW MAY WE SHARE YOUR PERSONAL INFORMATION?**

Information about our users is an important part of our business, and we do not sell it to others. We share user information as described below.

**With Your Consent.** We may share your personal information and/or location information where you have consented to the disclosure. Other than as described in this Privacy Statement, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

**With Third Party Service Providers.** We may share any information we receive with vendors and service providers retained in connection with the provision of our Services.

**For Protection of Under Armour, MapMyFitness, and Others.** We release Account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms and other agreements; or protect the rights, property or safety of our company, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

**Merger, Acquisition, Sale, or Transfer of Assets or Business.** If Under Armour and/or MapMyFitness is acquired by or merged with or into another entity, or if our assets or business is sold or transferred to another entity, your personal information may be transferred to such entity as part of the transaction, and that entity and its affiliates may use your personal information under the terms of their own privacy policies which may differ from this Privacy Statement.

**SAFE HARBOR CERTIFICATION OF UNDER ARMOUR, INC.:**

Under Armour, Inc. complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. The Safe Harbor certification is specific to Under Armour, Inc., other Under Armour subsidiaries and affiliates are not
covered by this certification (e.g., MapMyFitness, Inc.). Under Armour Inc. has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Under Armour’s certification, please visit www.export.gov/safeharbor.

In compliance with the US-EU and US-Swiss Safe Harbor Principles, Under Armour, Inc. commits to resolve complaints about your privacy and our collection or use of your personal information. European Union or Swiss citizens with inquiries or complaints regarding this Privacy Statement should first contact Under Armour at:

1020 Hull Street
Baltimore, MD USA 21230
Tel: +1-410-454-6649
Email: feedback-us@underarmour.com.

Under Armour, Inc. has further committed to refer unresolved privacy complaints under the US-EU and US-Swiss Safe Harbor Principles to an independent dispute resolution mechanism, the BBB EU SAFE HARBOR, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed by Under Armour, Inc., please visit the BBB EU SAFE HARBOR web site at www.bbb.org/us/safe-harbor-complaints for more information and to file a complaint.

If you have any questions regarding this Privacy Statement please click www.underarmour.com/shops/us/en/customer-service to contact Under Armour.

INTERNATIONAL USERS
If you are visiting and/or using our Services from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your personal information to the United States and processing globally. By visiting and/or using our Services, you consent to any transfer and processing of any personal information you provide in accordance with this Privacy Statement including processing by Under Armour subsidiaries and affiliates.

HOW CAN YOU ACCESS AND UPDATE YOUR PERSONAL INFORMATION?
If you have registered or created an Account, you may view, update, or delete certain personal information through that Account. Please note that we reserve the right to retain personal information relating to you for a period of time, as reasonably necessary to document our business activities, comply with applicable laws or regulations or as needed for required disclosures. If you wish to edit personal information but are unable to do so by visiting your Account, please click here (http://www.underarmour.com/shop/us/en/customer-service#contact_us). If you have not registered or created an Account with our Services but wish to contact us about accessing any personal information retained by us, please click here (http://www.underarmour.com/shop/us/en/customer-service#contact_us).

HOW CAN YOU CONTACT US ABOUT YOUR INFORMATION?
If you have any questions, comments, or concerns about our handling of personal information relating to you, please click here to contact us. (http://www.underarmour.com/shop/us/en/customer-service#contact_us)

HOW CAN YOU-OPT OUT OF RECEIVING COMMUNICATIONS FROM US?
Email Opt-Out. When you register or create an Account via website, you have the choice of receiving announcements and promotions from us via email. Additionally, by registering for an Account via the mobile in-app registration process, you consent to the receipt of email communications from us.

If you no longer wish to receive email updates from us, you can unsubscribe by clicking on the link “Unsubscribe” at the bottom of any email message from us. Or, you can inform us through one of the following means:

To opt out of Under Armour email updates:
Mail: Under Armour, Inc
1020 Hull St, Suite 300
Baltimore, MD 21230
Phone: 888.727.6687
Email: customerservice@underarmour.com

To opt out of Map My Fitness email updates:
Click here. (http://www.mapmyfitness.com/email/optout/)

Please note that some email promotions are prepared well in advance. We appreciate your patience in giving us time to carry out your request. If you unsubscribe from our email updates, you will still receive Service-related emails, including confirmations of purchases and notifications regarding changes to our Terms, Privacy Statement, and/or other legal matters.

Text Message Opt-Out. If you no longer wish to receive text messages from us, please text STOP to 276687.

LINKS TO THIRD PARTY WEBSITES:
The Services may contain links to certain third-party websites. We do not own, control, or operate such linked sites, and we are not responsible for the privacy policies or practices of such linked sites. Privacy policies and practices for such linked sites may differ from this
Privacy Statement and our practices. Your access and use of such linked sites is entirely and solely at your own risk. We urge you to read the privacy policies of such linked sites before disclosing your personal information on such sites.

THIRD PARTY APPLICATIONS:
You may be able to access certain third party applications or content (collectively, “Third Party Applications”) via your UA Account. If you choose to access these Third Party Applications, you may be requested to log-in and sync your UA Account with such applications. You are in no way obligated to use any Third Party Applications, and your access and use of such applications is entirely and solely at your own risk. If you opt to use Third Party Applications via your UA Account, they will gain access to certain information that you have provided to us, including personal information, and they will use, store, and disclose such information in accordance with their individual privacy policies. The manner in which Third Party Applications use, store, and disclose your information is governed solely by their individual privacy policies and terms and conditions. We have no liability or responsibility for the privacy and information security practices or other actions of any Third Party Applications that you choose to access through your UA Account.

WHAT ARE OUR SECURITY POLICIES?
We use Secure Sockets Layer (SSL), the industry-standard encryption technology for internet transmission of your personal information. When the letters “http” in the URL change to “https,” the “s” indicates you are in a secure area employing SSL; also, your browser may give a pop-up message stating that you are about to enter or leave a secure area. Using a browser that is SSL capable will ensure that your information is encoded/encrypted when it is sent over the Internet. When you see VeriSign's logo on our secure checkout pages, be assured that your information is being transmitted via our secure servers.

Ultimately, if you register an Account, your Account and personal information is protected by the password you provided when you created your Account or updated your password while logged into your Account. Always keep this password and login information private and never share it with anyone. Also, remember to sign off your Account and close your browser window when you have finished your visit. This is to ensure that others cannot access your Account, especially if you are sharing a computer with someone else or are using a computer in a public place.

Unfortunately, no data transmission over the Internet and no data storage can be 100% secure. Consequently, while we endeavor to safeguard your personal information against unauthorized access and disclosure, we do not warrant or guarantee the security of any personal information you transmit to, from or through our Services. We will notify you in the event we become aware of a security breach involving your personal information stored by or for us. By disclosing your email address to us for any reason, you expressly consent to receive electronic notice from us in the event of such a security breach.

CHANGES TO THIS PRIVACY STATEMENT:
We may update this Privacy Statement from time to time without prior notice. You can determine when this Privacy Statement was last revised by referring to the “Last Updated” legend at the top of this page. Any changes to our statement will become effective upon posting of the updated Privacy Statement. We encourage you to periodically review our Privacy Statement to ensure familiarity with the most current version of it. If you have registered or created an Account, we may notify you of any changes to this Privacy Statement via email and may ask you to affirmatively acknowledge consent to the changes (e.g., by checking a box or clicking a button) at the time of your next Account login to our Services.

SPECIAL NOTE TO PARENTS:
We take the privacy of children seriously. The Services are not directed at children and our Terms prohibit children under the age of 13 from registering for or using the Services. Accordingly, we do not knowingly collect personal information from children under the age of 13 through our Services, and we request that children under the age of 13 not submit any personal information through our Services.
Under Armour – Terms and Conditions of Use

Under Armour, Inc. (“Under Armour” or “UA”) recently acquired MapMyFitness, Inc. (“MapMyFitness”), and together we are bringing you the Under Armour Connected Fitness suite, which includes all current and future Under Armour and MapMyFitness branded web and mobile fitness products and services. You can connect to the full suite of Under Armour Connected Fitness products and services through a single point of sign-on—your UA Account. Additionally, you will soon be able to use your UA Account to log in to Under Armour U.S.-based shopping websites and mobile applications (“Under Armour Shopping”). Under Armour now owns all assets of MapMyFitness, including any proprietary interests as explained in these Terms and Conditions of Use (the “Terms”). All use of any new Under Armour Connected Fitness products and services (such as the I Will What I Want mobile application or website) will be governed by these Terms. By using any new Under Armour Connected Fitness products or services or visiting Under Armour Shopping, the user acknowledges and agrees to these Terms. **Upon acceptance of our Terms, any user information or content shared with MapMyFitness will also be shared with Under Armour.**

Users who did not previously have a MapMyFitness account will be required to create a UA Account in order to access the Services as registered users, with limited exceptions (such as for Under Armour Shopping). Your UA Account will provide you access to existing and any future products or services that Under Armour or MapMyFitness introduce to Under Armour Connected Fitness. Collectively, except for Armour39 which is governed by separate terms of use, Under Armour Connected Fitness and Under Armour Shopping are referred to in the Terms as the “Services.”

We respect your privacy and do not sell or disclose your personal information to others for their direct marketing purposes unless you consent or as otherwise described in our Privacy Statement.

Certain data and content that you upload or post in connection with your use of certain Under Armour or MapMyFitness products and services may be seen by others.

No warranties are made by Under Armour or MapMyFitness for our Services, and we are not liable for any user activities connected with the use of Under Armour Connected Fitness.

You can delete your UA Account or other registered account at any time. You can click here (https://support.mapmyfitness.com/hc/en-us/requests/new) at any time if you need help with your UA Account or any of our UA Connected Fitness products or services, have questions, or want to provide feedback to us.
You can click here (http://www.underarmour.com/shop/us/en/customer-service) if you need help with Under Armour footwear, accessories, apparel or equipment or with Under Armour Shopping.

TERMS AND CONDITIONS OF USE
Revised July 31, 2014

1. INTRODUCTION AND ELIGIBILITY
Welcome to Under Armour Connected Fitness, an integrated suite of fitness related products and services, including:
- Under Armour-branded fitness websites and MapMyFitness-branded websites (collectively, “Under Armour Connected Fitness Websites”);
- Under Armour-branded fitness mobile applications and MapMyFitness-branded mobile applications (collectively, “Mobile Applications”); and
- other associated U.S.-based health and fitness related websites, applications, applets, widgets, software development kits, tools, calculators, content, social networking components, products, services, or select promotional offers made available by Under Armour and/or MapMyFitness via Under Armour Connected Fitness.

Collectively, all of the above, along with Under Armour Shopping, are referred to as the “Services.”

Who are We? The Services are made available to you (individually, “you,” and collectively, “Users”) by Under Armour and MapMyFitness, a wholly owned subsidiary of Under Armour (collectively, both Under Armour and MapMyFitness may hereafter be referred to as “We,” “we,” “Our,” or “our”), subject to these Terms and Conditions of Use (the “Terms“), which may be modified from time to time without prior notice to you.

Binding Agreement. By accessing, using, or downloading any of the Services, you agree to follow and be bound by the Terms. You can review the most current version of the Terms at any time at [hyperlink].

Things May Change. We and our third party providers may make improvements and/or changes in the Services, including to the price of fees charged for the Services, at any time without prior notice.

Links and Alternate or Additional Terms or Guidelines. We may require you to agree to additional terms, rules, policies, guidelines, or other conditions (collectively, “Guidelines”) in order to use particular products, services, and/or features, to participate in certain promotions available through the Services, and/or to receive and/or use some Services that we may offer from time to time. For example, additional terms may apply to Under Armour Shopping services. In such cases, you may be required to expressly consent to additional terms set forth in applicable Guidelines. For instance, you might be obligated to check a box or click on a button marked “I agree.” If any of the terms of any Guidelines are different than the Terms, the terms of the Guidelines will supplement or amend
the Terms, but only with respect to the matters governed by the Guidelines. These Terms do NOT govern the use of the Armour39 mobile application or any of our non-U.S. shopping websites. You should consult those terms carefully as you visit or use those offerings.

**MMF Users with No UA Account.** MMF users who use the Services but do not create a UA Account expressly agree to the Terms and Privacy Statement for such Services.

**Eligibility.** The Services are not intended or designed for children under 13 years of age. By using the Services, you represent and warrant that you are at least 18 years of age and have reviewed and now consent to the Terms, or, if you are under 18 years of age (but 13 years of age or older), then you affirm that you possess the legal consent of your parent or guardian to access and use the Services.

If you are a parent or guardian agreeing to the Terms for the benefit of a child over 13, then you represent and warrant that you have reviewed and now consent to the Terms and accept full responsibility for your child’s use of the Services, including all financial charges and legal liability that such child may incur in connection with the use of the Services.

The Services may include features that promote physical activity and fitness. By using the Services, you agree, represent, and warrant that you have received consent from your physician to participate in health and fitness programs, workouts, exercises, or any other related activities made available through or enhanced by the Services.

**IMPORTANT:** WE RESERVE THE RIGHT TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY AND AT ANY TIME, THE SERVICES OR ANY PORTION OF THEM WITH OR WITHOUT NOTICE. YOU AGREE THAT WE ARE NOT LIABLE TO YOU OR TO ANY THIRD PARTY IN ANY WAY FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF ALL OR SOME OF THE SERVICES. IF YOU DO NOT AGREE WITH THE TERMS, YOU ARE PROHIBITED FROM USING THE SERVICES. BY USING THE SERVICES, YOU CONSENT TO THE TERMS AND ALL REVISIONS FOLLOWING YOUR USE.

FURTHER, YOU ACKNOWLEDGE AND AGREE THAT WE OFFER THE SERVICES AND SET THE SERVICES’ PRICES IN RELIANCE UPON THE WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS OF LIABILITY SET FORTH IN THE TERMS. YOU ALSO ACKNOWLEDGE AND AGREE THAT THESE WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US AND THAT THESE WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND US. WE WOULD NOT BE ABLE TO PROVIDE THE SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS OF LIABILITY.
2. PRIVACY STATEMENT
The Under Armour Privacy Statement is incorporated into and part of the Terms. Please review the Privacy Statement carefully for disclosures relating to our collection, use, and sharing of information in connection with the Services including personal and geographic location information. Click here (http://www.underarmour.com/shop/us/en/customer-service/security-and-privacy-policy ) to review our Privacy Statement.

3. MODIFICATION OF THE TERMS AND CONDITIONS OF USE
We reserve the right, at our discretion, to revise, modify, add, or remove portions of the Terms at any time. By your use of the Services, you obligate yourself to periodically check the Terms for any changes. Your continued use of the Services after the posting of any revisions or modifications to the Terms constitutes your binding acceptance of such changes.

4. PARTNER AND OTHER TERMS AND CONDITIONS
Additional and/or different terms and conditions of use may apply to services or products provided through one or more of our partners, advertisers, or business associates, and you should refer to such terms and conditions before accessing, purchasing, using, or subscribing to such services or products.

5. OWNERSHIP AND PROPRIETARY RIGHTS IN THE SERVICES AND UA CONTENT
The Services are owned and operated by Under Armour and MapMyFitness. All content on the Services (except for User Content as that term is defined below), including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, patents, copyrights, trademarks, trade dress, service marks, and other intellectual property (collectively, “UA Content”) is owned by Under Armour and MapMyFitness. You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), and any UA Content contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Under Armour or MapMyFitness or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, the Services’ software, or any UA Content offered as part of the Services (other than User Content as that term is defined below), in whole or in part.

Limited Personal License to You. We grant you a limited, revocable, personal, non-transferable, and non-exclusive right and license to access and use the Services, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Services. You agree not to access the Services by any means other than through authorized interfaces.
You may not download, copy, or save any UA Content or any portion of it, for any purpose, except as permitted by select Services (e.g., printed maps) as provided for in the specific Guidelines and/or additional terms applicable to those Services, and in the limited cases where you need to print a copy of individual screens appearing as part of the Services solely for personal use or records, provided that any logos, marks or other legends that appear on the copied screens remain and are not removed from the printed copy. Except as expressly permitted under these Terms or applicable Guidelines, you may not modify, copy, publish, display, transmit, adapt, or in any way exploit UA Content without our prior written permission.

**Our Trademarks and Intellectual Property (Reservation of Rights).** We own the terms Under Armour, Under Armour Connected Fitness, UA Record, I Will What I Want, MapMyFitness, MapMyRun, MapMyRide, MapMyWalk, and MapMyHike, along with the associated logos, trade dress, service marks, and names of the specific Services (collectively, the “UA Trademarks”), and they are the exclusive trademarks of Under Armour and MapMyFitness, as applicable. You may not use or display any such UA Trademarks in any manner without our prior written permission. Any third party trademarks or service marks displayed via the Services are the property of their respective owners. We reserve all rights not expressly granted hereunder.

**6. ACCOUNT INFORMATION**

Your UA Account provides a gateway for you to access and use Under Armour Connected Fitness. To use Under Armour Connected Fitness, you must create a UA Account. A MapMyFitness Account that existed prior to the launch of Under Armour Connected Fitness will be seamlessly transitioned to a UA Account upon the user’s acceptance of our Terms. Your UA Account will automatically provide you access and means to use any new products or services that are made available through Under Armour Connected Fitness, subject to the payment of any applicable fees. You will soon be able to use your UA Account to log in to Under Armour Shopping as well. Currently, when using the Under Armour Shopping services, you may choose to create a registered account or check out as a guest. The term “Account” in the Terms encompasses both UA Accounts and registered Under Armour Shopping accounts.

**User Data.** Account creation requires you to provide an email address and password and certain other personal information, as that term is used in our Privacy Statement; additionally, you may furnish other information such as your height, weight, and gender (collectively, “User Data”) as part of your use of particular Services. You should: (a) provide true, accurate, current, and complete information about yourself as prompted during the Account creation/registration process, and (b) maintain and promptly update the User Data to keep it accurate and current. You agree that we may use your User Data to provide the Services
and for other Service-related purposes. If you provide any information that is inaccurate or not current, some of our Services may not operate correctly. Additionally, if you provide any information for the purposes of fraudulent or criminal activities, or we have reasonable grounds to suspect that such information has been provided, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Services.

**Third Party Services and Logins.** You may enable or log in to the Services via various online third party services, such as social media and social networking services like Facebook or Twitter (“Social Networking Services”). By logging in or directly integrating these Social Networking Services into the Services, we make your online and mobile experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for, or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to them, and we will use, store, and disclose such information in accordance with our Privacy Statement. Please remember that the manner in which Social Networking Services use, store, and disclose your information is governed solely by the policies of such third parties, and we have no liability or responsibility for the privacy practices or other actions of any third party website or service that may be enabled within the Services. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Social Networking Services. We enable these features merely as a convenience to our Users.

**Third Party Applications and Content.** You may be able to access certain third party applications or content (“Third Party Applications”) via your UA Account. If you choose to access these Third Party Applications, you may be requested to log-in and sync your UA Account with such applications. You are in no way obligated to use any Third Party Applications, and your access and use of such applications is entirely and solely at your own risk. If you opt to use Third Party Applications via your UA Account, they will gain access to certain information that you have provided to us, including personal information, and they will use, store, and disclose such information in accordance with their individual privacy policies. The manner in which Third Party Applications use, store, and disclose your information is governed solely by their individual privacy policies and terms and conditions. We have no liability or responsibility for the privacy and information security practices or other actions of any Third Party Applications that you choose to access through your UA Account. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data,
opinions, advice, or statements made available by any Third Party Applications. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third Party Applications.

7. PASSWORD AND SECURITY DISCLAIMER
When you create an Account, you will be asked to create a password to protect your Account. Because you will be responsible for all activities that generate from your Account, and you can only access your Account upon the transmission of your password, you should keep your password strictly confidential at all times. We reserve the right to suspend your Account and/or require that you alter your password if we believe for any reason that your password is no longer secure. YOU MAY NOT SHARE YOUR ACCOUNT PASSWORD WITH ANY OTHER PERSON FOR ANY REASON.

We try to use reasonable security measures to protect against unauthorized access to your Account. We cannot, however, guarantee absolute security of your Account, your User Data or User Content, or the personal information or location information you provide, and we cannot promise that our security measures will prevent third-party “hackers” from illegally accessing the Services or its contents. You agree to immediately notify Under Armour of any unauthorized or suspected unauthorized use of your Account or password or any other breach of security, and to accept all risks of unauthorized access to your Account, User Data or User Content, or any other information you provide in connection with your use of the Services.

8. PAYMENT TERMS AND CANCELLATIONS
You agree to pay any fees due for and incurred by your use of any Services that require payment or a subscription (“Paid Services”). If you choose to use Paid Services, you must designate and provide information about your preferred payment method (“Payment Method”). You may switch to a different Payment Method or update your information by visiting the “Account Settings” page within Under Armour Connected Fitness Websites or through the “My Account” page on the Under Armour Shopping services. You agree to pay all fees and other charges incurred in connection with your Account. We will administer and apply payments you transmit via the online billing mechanisms of any of our affiliated websites and third party providers in a timely and commercially reasonable manner. Further, we reserve the right to terminate your access to a Paid Service for any nonpayment of associated charges. If you want to discontinue a Paid Service, then you must cancel that Paid Service per applicable cancellation procedures. The cancellation of a Paid Service will go into effect at the end of your current billing cycle, and you will have the same level of access to the Services through the remainder of such billing cycle. No refunds or credits will be provided upon cancellation.
**MVP Membership and Auto Renewals.** You may choose to upgrade your Under Armour Connected Fitness status to paid MVP Membership status in order to take advantage to certain enhanced features and functionality (e.g., an ad-free browsing experience). You may elect to pay MVP Membership fees on a monthly or annual basis. All such MVP Membership fees are payable in advance. MVP Membership fees will be billed automatically to the Payment Method at the start of the monthly or annual period, as applicable, and will auto-renew until your MVP Membership is terminated. The renewal MVP Membership fees will be the same as the initial charges unless you are otherwise notified in advance. You authorize us to charge your Payment Method for the appropriate MVP Membership charges and fees and for any other purchases you elect to make via Under Armour Connected Fitness. We reserve the right to increase MVP Membership fees or to institute new fees at any time upon reasonable notice posted in advance on the Under Armour Connected Fitness Websites.

**ALL MVP MEMBERSHIP SUBSCRIPTION PURCHASES ARE FINAL, AND NO REFUND WILL BE GIVEN FOR UNUSED PORTIONS OF MVP MEMBERSHIPS.**

**Third Party Services Disclaimer.** Certain third parties and advertisers with whom we maintain a commercial relationship may market or sell their own promotions, products, and services on (or through) the Services (“Third Party Services Providers”). To participate in some of those promotions or obtain some of those products or services, you may be required to make payment for the specific product, service, or promotion to a Third Party Services Provider that markets or sells that specific product, service, or promotion. We are not responsible for the administration or application of any payments required by any such Third Party Services Provider for any such select product, services, or promotions. Further, we are not responsible for the performance or nonperformance of any Third Party Services Provider. You are in no way obligated to use or transact business with any particular Third Party Services Provider. YOU AGREE THAT WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICES PROVIDERS AVAILABLE ON THE SERVICES.

**Under Armour Shopping.** As you shop with us via Under Armour Shopping and make purchases, we may require additional personal information and Payment Method information in order to complete your purchases. Additional terms and conditions may apply to Under Armour Shopping services. We try to provide information relating to these terms and conditions, including refunds, exchange, re-stocking, taxes, shipping, and related information at or near the point of purchase. If you have questions relating to Under Armour Shopping services, please click here (www.under armour.com/shop/us/en/customer-service) to contact Under Armour.
Errors and Inaccuracies. Our goal is to provide complete, accurate, up-to-date information through the Services. Unfortunately, it is not possible to ensure that any website or mobile application is completely free of human or technological errors. The Services may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions—including after an order has been submitted—and to change or update information at any time without prior notice. We sincerely apologize for any inconvenience this may cause.

9. USER CONTENT
The Services contain interactive features that allow users to post, submit, publish, display, upload, email, message, supply, transmit, or otherwise make available to other users or persons (hereinafter, “Share”) information (other than personal information and/or location information which are expressly covered and governed by our Privacy Statement), including but not limited to data, text, files, geo-mapped routes, sound, photos, videos, graphics, artwork, ideas, communications, designs, opinions, status updates, physical activity such as workouts and workout data, sleep activity, comments, and “likes” (collectively, “User Content”).

Your Responsibility for User Content. User Content available in connection with the Services, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such User Content originated. This means that you, and not us, are entirely responsible for all User Content that you Share via the Services.

By Sharing User Content via the Services, you warrant:
• you are solely responsible for the transmission, accuracy, completeness, and publication of that User Content;
• you control all of the rights to that User Content and that it does not and will not infringe or violate the rights of any third party.

Prohibited User Content. You may not Share User Content in connection with the Services that we determine in our sole discretion:
• is offensive, objectionable, and/or promotes racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual;
• harasses or advocates harassment of another person;
• exploits people in a sexual or violent manner;
• contains nudity, violence, or pornographic subject matter.

In addition, you may not Share User Content in connection with the Services that:
• provides any telephone numbers, street addresses, last names, or email addresses of anyone except yourself;
• promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous;
• you do not have a right to make available under any law or under contractual or fiduciary relationships;
• infringes any patent, trademark, trade secret, copyright, privacy, or other proprietary rights of any third party, including User Content that promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
• involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, instant messaging, “spimming,” or “spamming;”
• furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons or drugs, violating someone’s privacy, or providing or creating computer viruses;
• solicits passwords or personal identifying information for commercial or unlawful purposes from other members;
• involves commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
• includes a photograph of another person posted without that person’s consent or, in the case of children under the age of eighteen (18), parental consent, or otherwise constitutes an invasion of an individual’s privacy or infringement of publicity rights; or
• contains a virus or other harmful component.

IMPORTANT: Review Of User Content You acknowledge and agree that we and our designees have the right (but not the obligation), in our sole discretion, to pre-screen, monitor, refuse, or remove any User Content that is available via the Services. We may review and remove User Content at any time for any reason. Further, you acknowledge and agree that we may, at our sole discretion, deactivate or delete your Account temporarily or permanently and at any time if you post any of the Prohibited User Content outlined above.

Inaccurate or Unsafe User Content. By consenting to the Terms, you understand and acknowledge that when you access or otherwise use the Services, you may be exposed to User Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content.

Objectionable User Content. You understand that by using the Services, you may be exposed to User Content Shared by other Users that is inaccurate, offensive, indecent, or otherwise objectionable.

User Content and Eligibility to Participate In Certain Sports Organizations. Certain sports organizations have rules on amateurism and eligibility that could potentially be implicated if you post User Content within the Services, even User
Content that you believe is noncommercial in nature. It is your responsibility to determine whether posting User Content within the Services will affect your eligibility to participate in any sport under any applicable rules of any sports organization.

**Deletion of User Content.** Upon your termination of your Account, you may request that we completely “purge” your Account, including deleting any and all User Content previously submitted. We will undertake commercially reasonable efforts to ensure that your User Content associated with your Account is purged when you terminate your Account, subject to the limitation that we may not be able to fully delete all of your User Content, specifically any User Content posted in our community groups, or on other User pages. We therefore direct that you exercise good judgment when you post User Content. In addition, we cannot wholly purge health index-related User Content upon the deletion of a User Account. We will, however, remove individually identifiable information upon the termination of your Account. Please note that User Data which is absolutely essential for processing an outstanding order on our Under Armour Shopping services will not be affected by your request to purge your Account. Further, we reserve the right to retain any User Content and/or User Data as necessary for any legal or regulatory compliance purposes.

**Our Rights in User Content and User Data.** We do not claim ownership of User Content or User Data. However, with respect to User Content you submit or make available in connection with the Services (other than User Data or Payment Method information), you grant Under Armour a worldwide, perpetual, irrevocable, royalty-free, and non-exclusive license, as applicable, to use, copy, distribute, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, incorporate, and otherwise exploit such User Content for any purpose—commercial, marketing, advertising, or otherwise—or in connection with our business, the Services, and/or the promotion or marketing thereof. We are entitled to assign or sublicense all or a portion of this License in its entirety, without payment to you. You acknowledge and agree that: (a) we have the right to arrange the posting of User Content in any way it desires in Under Armour’s sole discretion; (b) Under Armour has no obligation to provide you with any credit when using your User Content, but in the event Under Armour chooses to provide you with credit, the size and placement of the credit is at Under Armour’s sole discretion; (c) any “moral rights” in your User Content have been waived; and (d) you are not entitled to any compensation or other payment from us in connection with use of your User Content. Notwithstanding the above, we will not make use of any of your User Content in a manner that is inconsistent with the Privacy Settings that you establish for your UA Account.
Disclosure of User Content. Through your UA Account, where applicable, you will be able to control the privacy settings for the User Content that you Share through Under Armour Connected Fitness. However, you should be aware that sharing User Content through Under Armour Connected Fitness inherently poses the risk of unintended disclosure and access by third parties to that User Content.

IMPORTANT: Your Settings, Sharing, and What Others May See or Access. You may have the option of making certain User Content that you submit in connection with your use of Under Armour Connected Fitness private by electing the “Private. Do Not Share” privacy setting. Additionally, you may have the option of making certain User Content that you submit or available only to those Users you have previously identified or accepted as “Friends” by electing the “Friends. Share With All My Friends” privacy setting.

If, in your UA Account privacy settings or upon submission of your User Content, you initially elect to mark such User Content as “Private. Do not Share.” “Friends. Share With All My Friends.” we will implement your election consistent with our promises to you for such User Content.

WARNING: If you do not affirmatively set your Account Privacy Settings or User Content upon submission to “Private. Do not Share.” or “Friends. Share With All My Friends,” or later change such designation to “Public. Share With Everyone.” so as to allow such User Content to be made generally available to the public, we cannot and do not guarantee the privacy of such User Content. Such User Content will be viewable by the public (not just other Users) once you have elected to set your Account Privacy Settings or User Content to “Public. Share With Everyone”.

In addition, some unauthenticated Users may have the ability to extract location information from photos or videos that are posted by you with a “Public. Share With Everyone” designation.

You Waive Your Rights and Any Claims Regarding User Content and Assume any Related Risks. Under no circumstances will we be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content Shared via the Services. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to any other party’s User Content. Without limiting the foregoing, we and our designees have the right to remove any User Content that violates the Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any User Content available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such User Content.
No Confidentiality and How to Share an Idea. Except for information necessary to place an order, you may not submit or share confidential or proprietary information or trade secrets through the Services. If you wish to share an idea or suggestion with us, you must submit the idea through our Idea Submission website at https://uaideas.force.com/. If you do not follow this procedure, any information, materials, suggestions, ideas or comments sent to us will be deemed non-confidential, and by submitting it, you are granting us an irrevocable and unrestricted license to use, modify, reproduce, transmit, display and distribute it for any purpose whatsoever, with no payment or other compensation to you. However, we will not use your name unless we are required by law to identify the source of the materials, information, suggestions, ideas or comments, or unless we first obtain your permission.

10. USAGE RULES
WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY ACCOUNTS AND/OR ANY ACTIVITIES CONDUCTED THROUGH OR IN ANY WAY RELATED TO THE SERVICES (INCLUDING INVITING A FELLOW USER INTO A NETWORK OF FRIENDS), AS WELL AS ANY USER'S USE OF OR ACCESS TO LOCATION INFORMATION, PERSONAL INFORMATION, AND PROFILES OF OTHER USERS.

Prohibited Conduct & Uses. YOU UNDERSTAND, ACKNOWLEDGE, AGREE AND WARRANT THAT YOU MAY NOT AND THAT YOU WILL NOT:

• use the Services or any personal information or location information displayed on or made available in connection with the Services in any manner not expressly permitted by these Terms and our Privacy Statement. Further, you expressly agree that you will not use the Services or any personal information or location information displayed on or made available in connection with the Services to “stalk,” harass, abuse, defame, threaten, or defraud other Users, or collect, attempt to collect, or store location information or personal information about other Users;
• use the Services if you are under the age of 13 years old;
• Share Prohibited User Content as outlined above;
• use the Services for any commercial or non-personal use, except as permitted by these Terms;
• fail to deliver payment for any Paid Services;
• use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;
• make unsolicited offers, advertisements, or proposals or send junk mail to other Users of the Services. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material and bulk mailing
of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
• provide false or inaccurate registration credentials, impersonate any person or entity, including but not limited to an Under Armour or MapMyFitness representative, and/or falsely claim an affiliation with any person or entity, or access the Accounts of other Users;
• share passwords or any other means of access to a mobile device while any Service is running and accessible with any third party or encourage any other User(s) to do so;
• misrepresent the source, identity, or content of information transmitted via the Services;
• remove, circumvent, disable, damage, or otherwise interfere with: (i) the security-related features of the Services; (ii) the features of the Services that prevent or restrict use or copying of any content accessible through the Services; or (iii) the features of the Services that enforce limitations on use of the Services;
• intentionally interfere with, or damage operation of the Services, or any User’s enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
• attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, or any part of it, through hacking, password mining, or any other means to interfere with, or attempt to interfere with, the proper working of any of the Services;
• use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express written permission, or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services, or modify the Services in any manner or form, nor will you use modified versions of the Services, including (without limitation) for the purpose of obtaining unauthorized access to the Services;
• sell, transfer, or allow another person to access your Account, passwords, or profile; and/or
• use the Services to harm minors in any way.

Acknowledgment of Our Data Access and Usage Rights. You acknowledge, consent, and agree that we may access, preserve, retain, and disclose your User Data, Payment Method, and other User Content as permitted by these Terms and our Privacy Statement, if we have your consent, or if we are required to do so by law or in a good faith belief that such access, preservation, retention, and/or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Under Armour and MapMyFitness, their
respective affiliates, Users, and the general public. Subject to the foregoing, we will endeavor to use reasonable security measures to maintain the confidentiality of your User Data and Payment Method information.

11. INTERACTIONS WITH SERVICES USERS
Some of the Services function as a venue to connect Users and certain third parties in a virtual community. As a neutral facilitator, we are not directly involved in the actual transactions and/or communications between you and other Users or such third parties. As a result, we have no control over the truth, accuracy, quality, legality, or safety of User Content or postings made by other Users or third parties. You shall at all times exercise common sense and good judgment when dealing with any other Users or third parties through the Services. You are solely responsible for your involvement with other Users and third parties. We reserve the right, but have no obligation, to monitor disagreements between any Users.

If you elect to use certain Services for informing a friend about the Services, we will require you to provide your friend’s contact information and/or email address. We will automatically send that friend a one-time email. We may store the information you provide for a period of time, provided that we will use such information only to identify if your friend is, or later becomes, a User of the Services. You represent that you are authorized to provide any third party email address or other information that you provide to us.

12. THIRD PARTY CONTENT & EQUIPMENT DISCLAIMER
You understand that use of certain features of the Services may require you to purchase third party equipment or materials (e.g., GPS and/or mobile devices). While we may recommend, promote, or market the equipment or materials of certain third party suppliers, we have no responsibility for your acquisition or use of any third party equipment or materials, and we do not guarantee that third party equipment or materials will function with the Services or will be error-free. Certain content displayed on or linked to via the Services—namely, third party websites and news headlines (collectively “Third Party Content”)—is developed by individuals or merchants over whom we exercise no direct control. We do not endorse any Third Party Content, or the information, material, products, or services associated with Third Party Content. Furthermore, some Users may find some Third Party Content to be objectionable, inappropriate, or offensive. We therefore do not make any express or implied warranties with regard to the nature of the information, material, products, or services that are displayed or linked by any Third Party Content. In addition, your contacts or business dealings with, or participation in the promotions of, individuals or merchants found on or linked by any Third Party Content exist solely and operate independently as between you and such individuals or merchants. You therefore agree that we are
not responsible for or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the placement of, or linkage to such Third Party Content.

13. LINKS
The Services may provide, or third parties may provide, links to other websites, applications, services, offers, and/or other resources (collectively, the “Third Party Resources”). Because we have no control over such Third Party Resources, you acknowledge and agree that we are not responsible for the availability of such Third Party Resources and that we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Third Party Resources.

14. MIXED-USE GUIDELINES
The Services, with the exception of the MapMyFitness Map Software Development Kit, MapMyFitness Partner Tool Software Development Kit, and our Application Programming Interface are made available for your personal, non-commercial use only. You may not employ the Services (other than those Services designed specifically for commercial use as noted above) to sell a product or service, or to increase traffic to your own website or a third party website for commercial reasons, such as advertising sales. You may not take the results from a search of the Services and reformat and display them, or mirror the Website home pages or results pages on your website. Moreover, you may not “meta-search” our Services. If you seek to make commercial use of the Services, other than the MapMyFitness Map Software Development Kit, MapMyFitness Partner Tool Software Development Kit, and our Application Programming Interface, you must enter into an agreement with us to do so in advance. Please Contact Us for more information.

If you are interested in employing the MapMyFitness Map Software Development Kit, MapMyFitness Partner Tool Software Development Kit, and our Application Programming Interface in connection with your commercial endeavor, you must notify us and in some cases review, acknowledge and agree to certain addition terms and conditions. By employing any of the MapMyFitness Map Software Development Kit, MapMyFitness Partner Tool Software Development Kit, and our Application Programming Interface, you acknowledge and agree to the Terms and any additional terms and conditions applicable to those select Services.

15. NO AUTOMATED QUERYING OF ROUTE OR USER INFORMATION
You may not send automated queries of any sort to the systems and networks we use to provide the Services without our express prior permission. “Sending automated queries” includes, among other things:
• using any software which sends queries to the systems and networks we use to provide the Services that determine how many saved routes or Users we have for various queries;
• “meta-searching” the Services and the systems and networks we use to provide the Services; and
• performing “offline” searches relative to the Services.

16. MOBILE APPLICATIONS
Wireless Carrier Considerations. To use or otherwise access the Mobile Applications, you must have a mobile device that is compatible with the Services and the Mobile Applications. We do not warrant that the Mobile Applications will be compatible with your mobile device. We do not charge for use of some basic Mobile Applications; however, you may be obligated to pay some fees for use of certain premium Mobile Applications. Further, a wireless carrier’s normal messaging, data, and other rates and fees will still apply. You should therefore check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using the Mobile Applications may be prohibited or restricted by your carrier, and not all Mobile Applications may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Applications are available for your mobile device, and what restrictions, if any, may be applicable to your use of the Mobile Applications.

Text and Mobile Messaging Express Consents. By using the Mobile Applications, you expressly agree that we may communicate with you regarding the Services by SMS, MMS, text message, or other electronic means directed to your mobile device and that certain information about your usage of the Mobile Applications may be communicated to us.

In the event you change or deactivate your mobile device telephone number, you agree to promptly update your Account information to ensure that messages are not sent to the person that acquires your old number.

User End Licenses. We hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use one copy of a given Mobile Application (with the exception of Armour39 which is governed by separate terms) downloaded directly from a legitimate marketplace (such as Apple’s iTunes store), solely in object code format and solely for your personal use for lawful purposes, on a single compatible mobile device that you own or control with your Account. An Account is comprised of the shared resources accessible by a single login ID on one mobile device owned or leased solely by you for your personal use.

You may not:
• modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law;
• rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party;
• make any copies of the Mobile Applications;
• remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or
• delete the copyright and other proprietary rights notices on the Mobile Applications.
You acknowledge and agree that we may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you employ on your mobile device. You expressly consent to such automatic upgrading on your mobile device, and agree that the Terms (and any additional modifications of the same) will apply to all such upgrades. With respect to any open source or third-party code that may be incorporated in the Mobile Applications, such open source code is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.
The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and we retain all rights, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in the Terms is void.
17. ELECTRONIC COMMUNICATIONS
Your Messages and Responsibilities. The Services may provide you with the ability to send messages and communications to us, our third party service providers, advertisers, and/or other Users. You agree to use communication methods available via the Services only to send communications and materials related to the subject matter for which we have made available the particular communication method, and you further agree that all such communications by you are deemed your User Content and are subject to and governed by the Terms. By using any of the communications methods available via the Services, you acknowledge and agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers, or other third parties are not endorsed, sponsored, or approved by us (unless expressly stated otherwise) and (c) communications are not pre-reviewed, post-reviewed, screened, archived, or otherwise monitored by us in any manner, though we reserve the right to do so at any time at our sole discretion in accordance with the Terms. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
18. CLAIMS OF COPYRIGHT INFRINGEMENT
If you have reason to believe any part of the User Content or UA Content infringes the copyrights of others, please notify our Copyright Agent immediately using the
contact information provided below. It is our policy to investigate any allegations of copyright infringement brought to our attention. We reserve the right in our sole discretion to immediately suspend and/or terminate access to the Services by any User who is alleged to have posted infringing materials or a link to infringing materials via the Services and to immediately remove or disable the allegedly infringing materials or link.

If you are the copyright owner (or are authorized to act on behalf of the copyright owner), please notify our Copyright Agent immediately if you believe that (a) any Content displayed on or via the Services infringes your copyright or (b) any link posted via the Services links to materials that infringe your copyright. As soon as we receive your notice of claimed infringement, in the form described below, we will promptly remove or disable access to the materials that are claimed to be infringing (or the subject of infringing activity). Your notice must comply with the Digital Millennium Copyright Act (“DMCA”), be in writing, and must include the following: a description of the copyrighted work you believe has been infringed (or if you believe multiple copyrighted works have been infringed, a representative list); a description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material; enough information to permit us to contact you, such as, your name, address, telephone number and, if available, e-mail address; a statement that you have a good faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the “copyright owner”), an agent for the copyright owner, or by law; a statement that all of the information you have provided is accurate; and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner. Your notice must be signed (physically or electronically) and must be addressed as follows:

Copyright Agent
c/o Under Armour, Inc.
1020 Hull Street
Baltimore, MD 21230
copyright@ua.com

You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

19. FEEDBACK

We welcome your comments, feedback, suggestions, and other communications regarding the Services (collectively, “Feedback”). While you are not obligated to provide Feedback, in the event that you provide Feedback, you hereby grant us a worldwide, non-exclusive, transferrable, assignable, sub-licensable, perpetual,
irrevocable, fully paid up, royalty-free license to copy, distribute, create derivative works of, publicly display and perform, and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import, and export products and services based on such Feedback. For this reason, we ask that you not transmit any Feedback that you do not wish to license to us as set forth above.

20. DISCLAIMER OF WARRANTIES AND LIABILITY

General
THE SERVICES AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. UNDER ARMOUR, MAPMYFITNESS, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, AND SUPPLIERS (INCLUDING, WITHOUT LIMITATION, OUR THIRD-PARTY WIRELESS CARRIER PARTNERS) (COLLECTIVELY, THE “UA PARTIES”), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE AND NON-INFRINGEMENT.

THE UA PARTIES MAKE NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; AND (e) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

THE UA PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MOBILE APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, SYSTEMS, NETWORKS OR SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, THE UA PARTIES (INCLUDING, WITHOUT LIMITATION, THEIR THIRD-PARTY WIRELESS CARRIER PARTNERS) DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY PERSONAL INFORMATION OR LOCATION INFORMATION OR THE SERVICES IN TERMS OF SECURITY, SAFETY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT UNDER ARMOUR, MAPMYFITNESS, OR OUR SUPPLIERS OR PARTNERS) ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION RELATED TO THE SERVICES.

Physical Fitness
YOU EXPRESSLY AGREE THAT WE ARE NOT PROVIDING MEDICAL ADVICE VIA THE SERVICES. ALL CONTENT PROVIDED THROUGH THE SERVICES, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR BY
OTHER USERS OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. SHOULD YOU HAVE ANY HEALTH RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY.

YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON OR VIA THE SERVICES, AND YOU SHOULD NOT USE THE SERVICES OR ANY CONTENT AVAILABLE THROUGH OR VIA THE SERVICES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF ANY CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL, OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND ANY OF THE UA PARTIES.

YOU EXPRESSLY AGREE THAT YOUR ATHLETIC ACTIVITIES, WHICH GENERATE THE USER CONTENT YOU POST OR SEEK TO POST ON OR VIA THE SERVICES (INCLUDING BUT NOT LIMITED TO RUNNING, WALKING, CYCLING, HIKING, TRIATHLON RELATED ACTIVITIES) CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY, OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE UA PARTIES OR BY THE ACTION, INACTION, OR NEGLIGENCE OF OTHERS. YOU ALSO EXPRESSLY AGREE THAT NEITHER UNDER ARMOUR NOR MAPMYFITNESS ASSUMES RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR CONDUCT OF ANY RACE, CONTEST, GROUP ATHLETIC Activity, OR EVENT THAT UTILIZES THE SERVICES.

YOU EXPRESSLY AGREE TO RELEASE THE UA PARTIES FROM ANY AND ALL LIABILITY CONNECTED WITH YOUR USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO YOUR PARTICIPATION IN OR ANY ATHLETIC ACTIVITIES), AND PROMISE NOT TO SUE THE UA PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DEATH, DAMAGES, OR LOSSES ASSOCIATED WITH YOUR USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO YOUR PARTICIPATION IN OR ANY ATHLETIC ACTIVITIES). YOU ALSO AGREE THAT IN NO EVENT WILL THE UA PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) YOUR USE OR MISUSE OF THE SERVICES, (b) YOUR USE OR MISUSE OF EQUIPMENT OR PROGRAMS CREATED, SOLD, OR LICENSED BY US WHILE ENGAGED IN ATHLETIC ACTIVITIES, (c) YOUR DEALINGS WITH THIRD PARTY
SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES, (d) ANY DELAY OR INABILITY TO USE THE SERVICES EXPERIENCED BY YOU, (e) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, OR CONTENT OBTAINED THROUGH THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF THE UA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH CASE, THE LIABILITY OF THE UA PARTIES WILL BE LIMITED TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.

Miscellaneous Disclaimers
The UA Parties disclaim any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any and all information or material, including UA Content and User Content.

YOU UNDERSTAND AND AGREE THAT WHEN YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA VIA THE SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND RISK. THE UA PARTIES DISCLAIM ANY RESPONSIBILITY FOR ANY HARM TO YOU THAT RESULTS FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

21. INDEMNITY
You agree to indemnify and hold the UA Parties harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out: (a) the User Content you Share through the Services; (b) your use of the Services, (c) your athletic activities which generate the User Content you Share or seek to Share via the Services (including, but not limited to, athletic activities in connection with any contests, races, group activities, or other events which we may sponsor, organize, participate in, or where the Services are employed), (d) your connection to the Services, (e) your violation of the Terms, (f) your use or misuse of any User’s personal information and location information, (g) any violation of the rights of any other person or entity by you, or (h) your employment of the Services to meet another User in-person or to locate and attend any offline place or event. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under the Terms, and you agree to cooperate with our defense of these claims.

22. LIMITATION OF LIABILITY AND DAMAGES
YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL ANY OF THE UA PARTIES (INCLUDING
WITHOUT LIMITATION OUR THIRD-PARTY WIRELESS CARRIER PARTNERS) OR SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATED TO OR RESULTING FROM: (A) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF A USER’S PERSONAL INFORMATION AND/OR LOCATION INFORMATION; (B) YOUR USE OF THE SERVICES OR THE ABILITY OR INABILITY TO USE THE SERVICES; (C) THE SERVICES GENERALLY, INCLUDING THE NETWORKS AND SYSTEMS THAT MAKE THE SERVICES AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH US OR ANY OTHER USER OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED WITH THE SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN CONNECTION WITH THE SERVICES. THIS LIMITATION ALSO APPLIES, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION FURTHER APPLIES WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO THE SERVICES. SUCH LIMITATION APPLIES NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the foregoing, under no circumstances will any of the UA Parties be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment or security failures, telecommunication equipment failures, other equipment failures, hacking, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

IN NO EVENT WILL ANY OF THE UA PARTIES’ (INCLUDING WITHOUT LIMITATION OUR THIRD-PARTY WIRELESS CARRIER PARTNERS) OR SUPPLIERS’ TOTAL LIABILITY (IN THE AGGREGATE) TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR EMPLOYMENT OF THE SERVICES WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, OR OTHERWISE EXCEED THE AMOUNTS
PAID BY YOU FOR ACCESSING THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM OR ONE THOUSAND DOLLARS ($1000.00), WHICHEVER IS GREATER.
YOU FURTHER AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDNIGLY, THE EXCLUSIONS, AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY IN THEIR ENTIRETY TO YOU. YOU AGREE, HOWEVER, THAT OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

23. TERMINATION
You agree that we may, under certain circumstances and without prior notice, immediately terminate your Account and/or access to the Services. Cause for such termination includes, but is not limited to, (a) real or suspected breaches or violations of the Terms, other incorporated agreements, Guidelines, and/or additional terms, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated Account deletions), (d) discontinuance or material modification to the Services (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Services.
Termination of your Account may include (x) removal of access to all offerings within the Services, (y) deletion of your User Data, personal information, files and User Content associated with or inside your Account, and (z) barring of further use of the Services. Further, you agree that all terminations for cause will be made in our sole discretion and that we are not liable to you or any third party for any termination of your Account or access to the Services.

24. APPLICABLE LAWS, ARBITRATION, CLASS ACTION WAIVER AND SURVIVAL
U.S. Usage, Consent, and Export Controls. We control and operate the Services from our offices within the United States of America. We do not make any representation that User Content, UA Content, or the Services are appropriate or available for use in other locations, and access to them from territories where the content or use of the Services is illegal is prohibited. Those who choose to access the Services from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. If you use the Services outside the United States, you expressly agree to the transfer and processing of any information we collect wherever we may have operations. You may not use or export the UA Content or User Content in violation of U.S. export laws and regulations.
Dispute Resolution and Class Action Waiver. Any and all disputes, claims and causes of action arising out of or relating to the Services, UA Content, User Content, usage of User Data, personal information, or location information, or the Terms will be resolved individually, without resort to any form of class action, and will be arbitrated and governed by Maryland law and controlling U.S. federal law as applicable, without regard to conflicts of laws as set forth more fully below. Governing Law. The Terms and the relationship between you and us is be governed by the laws of the state of Maryland, and federal law as applicable, without regard to the conflict of law provisions of the state of Maryland.

Individual, Confidential Arbitration. You and we agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the Service under the rules of the American Arbitration Association. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration. Any such arbitration between you and us, to the extent necessary, will be conducted in Baltimore, Maryland, and you waive any right to claim that such location is an inconvenient forum. You covenant not to sue us in any other forum. The arbitration will be conducted in the English language. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association, as modified herein. You and we agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (a) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (b) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Services:

• YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
• YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A
PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR
TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT
INVOLVING ANY SUCH DISPUTE; AND
• YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR
IT IS FOREVER BARRED.

Only if this arbitration provision is deemed to be null and void, then all disputes
arising between you and us under the Terms will be subject to the exclusive
jurisdiction of the state and federal courts located in or having jurisdiction over
Baltimore, Maryland, and you and we hereby submit to the personal jurisdiction
and venue of these courts.

25. GENERAL
You agree that no joint venture, partnership, employment, or agency relationship
exists between you and us as a result of the Terms or your use of the Services.
The Terms constitute the entire agreement between you and us with respect to
your use of the Services. Our failure to exercise or enforce any right or provision
of the Terms does not constitute a waiver of such right or provision. If any
provision of the Terms is found by a court of competent jurisdiction to be invalid,
the parties nevertheless agree that the court should endeavor to give effect to the
parties’ intentions as reflected in the provision, and the other provisions of the
Terms remain in full force and effect. You may not assign, delegate, or otherwise
transfer your Account or your obligations under these Terms without our prior
written consent. We have the right, in our sole discretion, to transfer or assign all
or any part of our rights under these Terms and will have the right to delegate or
use third party contractors to fulfill our duties and obligations under these Terms
and in connection with the Services. Our notice to you via email, regular mail, or
notices or links displayed in connection with the Services constitutes acceptable
notice to you under the Terms. Notice will be deemed received forty-eight hours
after it is sent if transmitted via email or regular mail. In the event that notice is
provided via links displayed in connection with the Services then it will be deemed
received twenty-four hours after it is first displayed.
Sections 5, 20, 21, 22, 24, and 25 will survive termination of your Account and/or
the Terms.
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