

Effective Date: September 6, 2017

Under Armour – We Will Terms of Use

Under Armour, Inc. and its affiliates and subsidiaries (collectively referred to throughout as “**Under Armour**,” “**we**” or “**us**”), has created the WeWill website and all related subsites (e.g .UAgants.com) (the “**Website**” or the “**Site**”), to assist in matching volunteers with volunteer opportunities in their community, feature community contributors, and provide a place where not-for-profit entities can apply for grants from Under Armour (the “**Services**”).

To assist you in using the Website and associated Services, and to ensure a clear understanding of the relationship arising from your use of the Website and participation in these Services, we have created (i) these Terms of Use (the “**Terms**”) and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Site, and our Terms govern your use of our Site and your participation in our Services. Our Terms and Privacy Policy apply to any visitor to the Website (collectively, “**you**”), including (i) casual visitors to our Site, who do not use or participate in the Services (“**Site Visitors**”) and (ii) individuals who use the Services to connect to Volunteer Activity, nominate community contributors, or to apply for a grant (“**Volunteer Users**”).

THESE TERMS INCLUDE A BINDING ARBITRATION CLAUSE AND A CLASS ACTION WAIVER IN SECTION 22. THIS PROVISION AFFECTS YOUR RIGHTS TO RESOLVE DISPUTES WITH UNDER ARMOUR AND YOU SHOULD REVIEW IT CAREFULLY.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE WEBSITE. BY ACCESSING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT ACCESS OUR WEBSITE.

1. Your Agreement. These Terms govern (i) your use of the Website, (ii) your receipt of and participation in Under Armour’s services offered through the Website (our “**Services**,” defined more fully in Section 3 below), and (iii) your use of information obtained through the Website, including information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by Under Armour or its licensors and made available to you through the Website (“**Under Armour Content**”). Please read these Terms carefully; they impose legal obligations on you and on Under Armour, and establish our legal relationship. By using or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

If you choose to register for a Volunteer Activity, you will be directed to the VolunteerMatch website, the use of which is subject to the VolunteerMatch Terms of Use and Privacy Policy, as described more fully in Section 4 below.

2. Eligibility. By using the Site as a Volunteer User, you represent that you are at least 13 years old at the time of registration, provided that if you are between the ages of 13-18, you must use the Services only with the supervision and consent of a parent or guardian. If you are agreeing to these Terms and our Privacy Policy on behalf of a company or other legal entity (your “**Organization**”), (i) you represent and warrant that you have authority to act on behalf of, and to bind your Organization and (ii)

for all purposes in these Terms and the Privacy Policy, the term “you” means your Organization on whose behalf you are acting.

3. Our Services: Overview. The Website is designed to provide a venue for volunteers to find out more about opportunities to work with volunteer opportunities in their community. Site Visitors and Volunteer Users can visit the Site to find out about opportunities to volunteer for a range of different educational, job training, and health and wellness programs in their local community.

The Website also provides a venue for community contributors to be recognized (a “**Recognition**”) and for 501(c)(3) organizations to apply for grants in the nature of either a monetary nature, tangible goods, or volunteer time from Under Armour and its employees (a “**Grant**”). If you or your Organization is chosen to be Recognized or to receive a Grant, we may feature your or your Organization on the Site.

4. Volunteer Organizations Are Not Controlled by Under Armour, Participate at Your Own Risk. Disclaimer of Liability. The Website may contain a range of different volunteer opportunities sponsored by various volunteer organizations in the community (“**Volunteer Organization**”). Under Armour is not affiliated with VolunteerMatch or the Volunteer Organizations or responsible for the conduct of any of the volunteer programs, events or activities (“**Volunteer Activities**”) unless we expressly state that we are sponsoring a particular Volunteer Activity. If you have questions or concerns about the safety of a particular volunteer activity, you should consult with the relevant Volunteer Organization responsible for that activity. If you choose to participate in a Volunteer Activity, you do so at your own risk. You acknowledge and agree that Under Armour is not responsible or liable for any loss, personal injury, damages, costs, or other liability arising from your participation in a Volunteer Activity. You hereby release Under Armour, our officers, employees, agents, successors and assigns from any and all claims, demands, losses, damages, and actions of any kind including, without limitation, personal injuries, death, and property damage, either directly or indirectly related to or arises from your use of the Website or Services, or from your participation in a Volunteer Activity or interaction with a Volunteer Organization.

We may publish content on our Website provided by third parties related to the various Volunteer Activities (“**Volunteer Organization Content**”). We have no control over and we are not responsible or liable for the accuracy or reliability of any such Volunteer Organization Content. While we have the right to monitor the Volunteer Organization Content on our Site, we have no obligation to do so. You acknowledge and agree that any reliance on such Volunteer Organization Content is at your sole risk.

If you decide that you want to participate in a Volunteer Activity that is described on our Site, when you select that Volunteer Activity you will be directed to the website of VolunteerMatch (www.volunteermatch.com), where you will be able to register to participate in the Volunteer Activity. Your registration with and use of the VolunteerMatch website are subject to the VolunteerMatch Terms of Use and Privacy Policy.

5. Service Updates; Changes and Limitations. The Services change frequently, and their form and functionality may change without prior notice to you. We may also impose limits on certain Services or restrict your access to part or all of the Services without notice or liability. We may also from time to time, as we see fit, develop and provide updates for certain Services. We have no obligation to continue to provide or enable any particular features or functionality of any Service.

6. Your Consent to Our Privacy Practices. As noted above, our Privacy Policy explains how we treat information you provide to us through the Site. By using the Site, you consent to our Privacy Policy.

7. Grant of Rights. Subject to Your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable right to access, execute, display, perform, and otherwise use the Website solely for your personal purposes / your Organization's internal purposes, provided that you shall not (i) license, sublicense, sell, resell, distribute or otherwise commercially exploit the Under Armour Website or associated Under Armour Content to any third party; (ii) modify or make derivative works based upon the Under Armour Website or Content; or (iii) reverse engineer, reverse compile, or access the Under Armour Website or Content in order to build a competitive product or service.

8. Grant Applications and Nominations. By submitting a Grant application, nominating a community contributor and/or otherwise participating in the Services, you grant to Under Armour a royalty-free, non-exclusive, worldwide license, to use, copy, reformat, index, aggregate, modify, display, and distribute the information contained in the information you provide for purposes of processing that information, including but not limited to vetting the individual(s) nominated and/or involved in your Organization and the Grant application or nomination and making any determination or evaluation that is either necessary or helpful in order to respond to or act upon it. No compensation will be paid with respect to our use of the information contained in your Grant application or nomination. By your submission, you represent and warrant that (i) the information contained is accurate, and (ii) you have the authority to submit the Grant application or the nomination on behalf of your Organization or the applicable individual.

9. Ownership; Reservation of Rights. The information, software, artwork, text, video, audio, pictures, trademarks, trade dress, and other intellectual property embodied in the Website and the Under Armour Content are the proprietary property of Under Armour and its licensors, and are protected by U.S. and international copyright and other intellectual property laws, or are used under the principles of fair use. Under Armour and its licensors retain all rights with respect to the Website, Services and the Under Armour Content except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the Website unless specifically authorized in writing by Under Armour.

10. Volunteer User Comments/Feedback. Our Website may allow Volunteer Users to provide comments or feedback regarding our Website and our Services. By providing comments/feedback, you grant us the right to use your comments and feedback for the purposes of improving the Website and our Services.

11. Your Responsibilities. In connection with your use of our Website and Services, you will not:

- Use the Website to test or reverse engineer the Website in order to find limitations, vulnerabilities or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Website.
- Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website to violate any law, statute, or regulation (including, without

limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

12. Monitoring; Revocation or Suspension of Use Privileges. We reserve the right at any time to (i) monitor your use of the Website, and (ii) terminate or suspend your use of some or all of the Website or Services if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy.

Although we have no – and assume no – obligation to monitor activities on the Website, please understand that we may employ filters designed to detect and block inappropriate content under this Code of Conduct. We reserve the right to request edits to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct. IF YOU DO NOT REMOVE OBJECTIONABLE CONTENT IN RESPONSE TO OUR REASONABLE REQUESTS, WE WILL TERMINATE YOUR USE OF SOME OR ALL OF THE WEBSITE OR SERVICES AT ISSUE.

Users should also understand that our Code of Conduct is based in many instances on principles of applicable law. Users who violate our Code of Conduct accordingly may be exposed under these laws to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. Under Armour reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

13. Reports and Complaints. If you believe that a user has acted inappropriately, such as by violating our Code of Conduct, you may report your concerns either via the links we have included on the Website, or by contacting us in accordance with Section 26 (Contact Us). If we are notified by a user that he/she believes User Content on the Website does not comply with our Code of Conduct, we will investigate the allegation and determine in good faith, in our sole discretion, whether to remove or block access to such Content, or to take action with respect to the person or persons responsible for posting the Content.

14. Links to Third-Party Sites. The Website may also contain links or produce search results that reference links to third party websites (collectively "**Linked Sites**"), including the VolunteerMatch site and the sites of the various Volunteer Organizations that may host activities promoted on the Website. Under Armour has no control over these Linked Sites or Volunteer Organizations, or their respective content and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites. Under Armour does not endorse the content of any Linked Site, nor does Under Armour warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

15. User Conduct; User Disputes. Under Armour is not responsible for and is not liable for the conduct of Volunteer Users. You are solely responsible for your conduct and interaction with other Volunteer Users, both online or offline. We have no obligation to become involved in disputes between Volunteer Users. If you have a dispute with one or more Volunteer Users, you release Under Armour (and our officers, directors, agents, employees, subsidiaries, and affiliates) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

16. Warranty Disclaimer. UNDER ARMOUR DOES NOT PROMISE THAT THE WEBSITE OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE WEBSITE WILL PROVIDE SPECIFIC RESULTS FROM YOUR USE OF OR PARTICIPATION IN THE SERVICES OR YOUR USE OF ANY CONTENT, SEARCH, OR LINK ON IT. THE WEBSITE AND ALL SERVICES AND CONTENT WITHIN IT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE WEBSITE, YOU DO SO AT YOUR OWN RISK. UNDER ARMOUR DOES NOT WARRANT OR REPRESENT THAT MATERIALS YOU DOWNLOAD FROM UNDER ARMOUR SITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

UNDER ARMOUR DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE WEBSITE; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE WEBSITE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE UNDER ARMOUR WEBSITE AND RELATED SERVICES AND CONTENT IS AT YOUR SOLE RISK.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL UNDER ARMOUR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE UNDER ARMOUR WEBSITE AND RELATED SERVICES AND CONTENT, OR YOUR PARTICIPATION IN ANY VOLUNTEER ACTIVITY OR INTERACTION WITH ANY VOLUNTEER ORGANIZATION. IN NO EVENT SHALL UNDER ARMOUR'S MAXIMUM AGGREGATE LIABILITY HEREUNDER EXCEED ONE HUNDRED DOLLARS (US \$100.00). IN PARTICULAR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY CLAIMS ARISING OUT OF (A) YOUR USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO YOUR PARTICIPATION IN ANY ACTIVITIES PROMOTED BY OR ACCESSED VIA THE SERVICES), (B) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF INFORMATION SUBMITTED BY YOU (C) ANY OTHER INTERACTIONS WITH US AS A RESULT OF YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (D) OTHER CONTENT, INFORMATION, SERVICES OR GOODS RECEIVED THROUGH THE SERVICES OR ANY LINKS PROVIDED WITH THE SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT WE OFFER THE SERVICES IN RELIANCE UPON THE WARRANTY DISCLAIMERS, RELEASES, AND LIMITATIONS OF LIABILITY SET FORTH IN THE TERMS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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.

18. Indemnity. You agree to defend, indemnify, and hold Under Armour and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to: (a) the information you submit through the Services; (b) your use of the Services; (c) your participation in any of the Volunteer Activities (including, but not limited to your activities in connection with the Services); (d) your connection to the Services; (e) your violation of these Terms; and/or (f) any violation of the rights of any other person or entity by you. 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

19. Contact for Alleged Copyright Infringement. Under Armour respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the Website or other activity taking place on the Website constitutes infringement of a work protected by copyright (a "Work"), please notify our Copyright Agent immediately using the contact information provided herein. It is our policy to investigate any allegations of copyright infringement brought to our attention. Please provide us with the following information in your notice of a suspected copyright violation:

- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that we are capable of finding it and verifying its existence.
- Contact information for the notifying party (the "Notifying Party"), including name, address, telephone number, and email address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

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. The information provided in a notice of copyright infringement may be forwarded to the athlete who posted the allegedly infringing content. In the U.S., under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Please see www.copyright.gov or www.chillingeffects.org/copyright for more information about how to prepare or respond to a DMCA notice.

20. Modifications to these Terms. We may modify and change these Terms over time. We will not "retroactively" change these Terms, and any modifications we make shall take effect proactively, once you next access the Website. Please feel free to print out a copy of these Terms for your records.

21. Assignment. These Terms shall not be assignable by you, either in whole or in part. Under Armour reserves the right to assign its rights and obligations under these Terms.

22. Governing Law; Arbitration; Class Action Waiver. These Terms shall be governed in all respects by the laws of the Baltimore, Maryland without giving effect to its conflicts of law provisions. To the maximum extent permitted by applicable law, you and Under Armour agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Except where prohibited, you and we agree to submit to the personal and

exclusive arbitration of disputes relating to your general use of the Services 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 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 agree not to sue us or bring arbitration in any other forum. The arbitration will be conducted in English. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association. Both 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 for everyone involved:

- 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;
- the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and
- 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 describing the reasons for the disposition of any claim.

You also acknowledge and understand that, with respect to any dispute with us 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.

If this arbitration provision is found to be null and void, then all disputes arising under the Terms between us will be subject to the jurisdiction of the state and federal courts located in Baltimore, Maryland, and you and we hereby submit to the personal jurisdiction and venue of these courts. This agreement to arbitrate will not preclude you or Under Armour from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or Under Armour from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of Under Armour's intellectual property rights. In the event of any litigation or arbitration

arising from or related to these Terms, or the Services provided, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation or arbitration.

23. General. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Under Armour's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Under Armour and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

24. Survival. The following provisions shall survive the termination of these Terms and shall apply indefinitely:

- Section 8 (Ownership; Reservation of Rights)
- Section 16 (Warranty Disclaimer)
- Section 17 (Limitation of Liability)
- Section 18 (Indemnity)
- Section 21 (Assignment)
- Section 23 (General)
- Section 24 (Survival)

25. Relationship to Privacy Policy and Other Contracts. These Terms must be read in conjunction (i) with other agreements into which you may enter concerning the Under Armour Website or Services (if any), and (ii) with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy will control. Similarly to the extent these Terms conflict with the terms and conditions of any specific agreement you enter with us, the terms and conditions of such specific agreement will control.

26. Contact Us. If you have any feedback, questions or comments about the Services, please contact our **Support Team** (<http://underarmour.custhelp.com>) by email, by phone at 1-888-727-6687, or by mail at: Under Armour, 1020 Hull Street, Baltimore, MD 21230 (USA), and include the subject as "Attn: Legal – Terms and Conditions of Use". Please be sure to include in any email or postal mail your full name, email address, postal address, and any message.