

NIKE TERMS OF USE

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PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE THIS NIKE PLATFORM.

You are reading these Terms because you are using a NIKE website, digital experience, social media platform, mobile app, wearable technology, or one of our other products or services, all of which are part of NIKE's Platform ("Platform"). You may access the Platform through a computer, mobile phone, tablet, console, or other technology, which we refer to here as a "Device". Your carrier's normal rates and fees apply to your Device.

These Terms create a legally binding agreement between you and NIKE, Inc. and its affiliates (which we may refer to as "NIKE," "we," "us," or "our") regarding your use of the Platform. A few important points:

- **Our Terms May Change.** We may update these Terms from time to time. If a material change is made, we will post a notice on the Platform or send you a notification. Read through any changes, and if you don't agree to them, please stop using the Platform. If you continue to use our Platform after we notify you of changes, you will be deemed to have accepted the updated Terms.
- **Ownership of Content.** Except for User Content (defined below), all of the content on our Platform - including text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, and other content ("Content") - is owned by NIKE or others we license Content from, and is protected under the United States' and other countries' copyright laws.
 - All trademarks, service marks and trade names (e.g., the NIKE name and the Swoosh design) are owned, registered and/or licensed by NIKE.
 - You agree not to change or delete any ownership notices from materials downloaded or printed from the Platform.
 - You agree not to copy, edit, translate, display, distribute, download, transmit, or sell any Content appearing on the Platform, including User Content, without NIKE's prior written consent, unless it is your own User Content that you legally post on the Platform.

1. GROUND RULES

ELIGIBILITY. You are only eligible to use the Platform if you are of legal age in your country or if you have consent from your parent or guardian. There may be certain age restrictions for specific Platform services in various countries.

RULES FOR REGISTRATION. When you register for an account with us, the following rules apply:

- **Be True:** Provide accurate and current registration information.

- **Be You:** Keep your registration personal. Do not register for more than one NIKE account, register a NIKE account on behalf of someone else, or transfer your account.
- **Be Secure:** Keep your username, password and other login credentials secure and do not allow anyone else to use your account.
- **Be Responsible:** Inform NIKE immediately of any unauthorized use of your NIKE account. You are responsible for anything that happens through your NIKE account – with or without your permission. NIKE is not responsible for any loss or activity that results from the unauthorized use of your account.

2. PARTNERS ON THE PLATFORM

From time to time, NIKE may link to or partner with third-party websites, social media platforms, mobile apps, and other products and services ("Third Parties"). You may be able to connect with these Third Parties through the Platform, but this does not mean NIKE endorses, monitors or has any control over these Third Parties or their activities, which are subject to separate terms of use and privacy policies. NIKE is not responsible for the content, policies, or activities of Third Parties and you interact with Third Parties at your own risk. You should carefully review any Third Party's terms of use and privacy policy.

3. IMPORTANT DISCLAIMER

Some jurisdictions do not permit limitations or exclusions on warranties, so the below limitations may not apply to you.

- The Content, and the materials and products on this Platform are provided "AS IS." We aren't making any promises of any kind, including about the Platform's accuracy, adequacy, usefulness, reliability or otherwise.
- NIKE does not guarantee that the Platform will be uninterrupted or error-free, that any defects will be corrected, or that the Platform is free of viruses or anything else harmful.
- To the fullest extent permitted by law, NIKE disclaims all warranties, express or implied, regarding the Platform, Content, and any products or services you may obtain or access through the Platform, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- You are solely responsible for any damage to your Device resulting from accessing the Platform.

4. CHOICE OF LAW/JURISDICTION

You agree that the Platform, Terms, Privacy Policy and any dispute between you and NIKE shall be governed in all respects by Dutch law, without regard to choice of law provisions.