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1. Nike Services, Nike Software

a. Use of Nike Services on a Product. To use certain Nike Services on a Product, you must have your own Nike.in account, be logged in to your account on the Product, and have a valid payment method associated with your account.

b. Use of the Nike Software. Except as provided in this section, you may use the Nike Software only on your Product. For additional terms that apply to the Nike Software, see the Additional Nike Software Terms contained in the Nike.in Conditions of Use and the terms contained in the Legal section of the Settings menu of the Nike Services on your Product or the Nike Fire TV Remote App. Nike Software licensed under an open source license is governed solely by the terms of that open source license.

c. Voice Services. Your Product may have features that allow you to access Alexa voice services or perform certain tasks, such as control your Product, perform a search, check the weather, or operate other connected products. When you use voice services, we process your voice input and other information (such as location) in the cloud to respond to your requests and to improve your experience and our services. Your use of Alexa is subject to the Alexa Terms of Use ([www.nike.in/alexa/terms](http://www.nike.in/alexa/terms)). Learn more about Alexa voice services and how it works at [www.nike.in/alexa/voice](http://www.nike.in/alexa/voice), including how to delete voice recordings associated with your account.

2. Connectivity and Availability

a. Internet Connectivity. Nike Services may require an Internet connection from a third-party provider in order to use some features. In such cases, your Internet connection is subject to the fees, restrictions, terms and limitations imposed by your provider.

b. Availability. Some Nike Services may be unavailable, vary (by product or geography, for example), be offered for a limited time, or require separate subscriptions.

3. General

a. Information Received. The Nike Software may provide us with information about your Product, use of the Product, and use of Digital Content, other content, and the Nike Services (such as search queries, installed applications, viewing and usage data, available memory, log files, network diagnostics, voice information, and connectivity). Manufacturers of your Product may also provide us with similar information. Information provided to Nike may be processed in the cloud to improve your experience and our services, and may be stored on servers outside the country in which you live. We will handle any information we receive in accordance with the Nike.in Privacy Notice. Please visit the Settings menu of your Product if you prefer to opt out of providing certain information.

b. Information Provided To Others. You are responsible for any information you provide to others, including third-party Digital Content providers. Use of information you provide to these third parties will be subject to any privacy notice or other terms that they may provide to you.

c. Changes to Nike Services; Amendments. We may change, suspend, or discontinue the Nike Services, or any part of them, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the Nike.in website. Your continued use of Nike Services after the

effective date of the revised Agreement constitutes your acceptance of the terms. d. Termination. Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, Nike may immediately revoke your access to the Nike Services. Nike's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights. e. Disputes/Binding Arbitration. Any dispute or claim arising from or relating to this Agreement, a Product, the Nike Software, or the Nike Services is subject to the binding arbitration, governing law, disclaimer of warranties, limitation of liability, and all other terms in the Nike.in Conditions of Use. You agree to those terms by entering into this Agreement, or using a Product or the Nike Services. f. Disclaimer of Warranties and Limitation of Liability. Products are developed and manufactured by third parties, and we have no responsibility or liability for any aspect of Products except the Nike Services. Without limiting the Disclaimer of Warranties and Limitation of Liability terms in the Nike.in Conditions of Use, unless otherwise required by applicable law, in no event will our or our licensors' aggregate liability with respect to any claim arising from or related to this Agreement or your use of the Nike Services exceed fifty dollars (\$50.00).