

WEBSITE PRIVACY NOTICE AND TERMS AND CONDITIONS OF USE

Effective Date: June 30, 2018

The Run828 Foundation appreciates your interest in our website and organization. Our website, www.run828foundation.org (the "Website"), is an important means of providing you with information on the Run 828 Foundation, an organization committed to promoting healthy, active outdoor opportunities to individuals and families in Western North Carolina. We are committed to complying with all applicable laws and regulations.

By accessing and using the Website and its pages, applications, services, forums, groups, and networks (individually and collectively, the "Website"), you agree and certify that you have read, understand, and agree to this Privacy Notice and Terms and Conditions of Use (collectively, the "Notice"), whether or not you hold a membership account with us (a "Membership Account"). All Visitors of the Website, whether or not registered Membership Account holders, are referred to as "you" or "Visitors"). The Website is owned, operated, and administered by the Run 828 Foundation (the "Company", "we" or "us").

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of this Notice at any time without further notice and such modifications are, unless otherwise stated in this Notice, effective immediately. If this Notice is modified, such changes shall be posted on the Website and we will make reasonable efforts to bring any modifications to your attention at the time of your access of the Website. Your continued use of the Website after any such changes constitutes your acceptance of the revised Privacy Notice. ***If you do not agree to this or any future Notice, do not use or access (or continue to use or access) the Website.***

SECURITY

We value the privacy and security of your personal information. We have implemented commercially-reasonable measures that are intended to keep your personal information safe from unintended disclosure. Despite our efforts, however, factors beyond our reasonable control, such as a sophisticated, malicious attack by a "hacker", could result in disclosure of your personal information. Accordingly, we are not in a position to guarantee that your information will be secure under all circumstances and we make no warranties or representations with regards to the maintenance or non-disclosure of your information.

All registered Membership Accounts are accessible by password. When you register and create a Membership Account, you must choose a unique name and password. You may also create a Membership Account with us through Facebook or Google, using the name and password associated with your accounts on those websites. You should not disclose your name or password to any third party or permit any third party to use your Membership Account, name, or password. Furthermore, you are solely responsible for maintaining the confidentiality of your name and password. You must immediately notify us if you have any suspicion that an unauthorized party is accessing a Membership Account. ***We will never ask for your password or personal information in an unsolicited phone call, email message, or other communication. If someone claiming to be us calls you or sends you an email message requesting your password or personal information, that person is not authorized by us to do so, and you should decline to disclose the information and then contact us immediately.*** You may change your password at any time. You are solely responsible for all activity, whether or not authorized by you, which occurs in connection with your Membership Account or password.

INFORMATION WE COLLECT — REGISTERED MEMBERSHIP ACCOUNT HOLDERS ONLY

In addition to the information we collect from all Visitors, we collect personally identifiable information from our registered Membership Account holders. Registered Membership Account holders are asked to give us personally identifiable information such as name, postal or e-mail addresses, payment information for selected membership plan, telephone number, and a name and password. It is your option to provide the information requested, but declining to provide us with information may prevent you from becoming a registered Membership Account holder.

INFORMATION WE COLLECT — ALL WEBSITE VISITORS

We collect non-personally identifiable information from Visitors who are not registered Membership Account holders. When you visit our Website, we collect certain non-personally identifiable information including the name of your Internet service provider, your IP address, the website from which you came to ours, the web pages you visit within our Website, the time and length of your visit, and other information important to our marketing analysis and research. We may use cookies and active components (for example, JavaScript components) to collect aggregate information about the preferences of our visitors and optimize our Website

accordingly. We may collect this non-personally identifiable information without providing further notice to you.

We may use cookies and other tools to collect and store your preferences, usage habits, and record session information. A "cookie" is a small data file that is transferred to your hard drive and used for record-keeping purposes. A cookie file can collect information such as the URL, computer IP address, domain type, browser type, the country, state, and telephone area code where your server is located, the pages of the Website viewed, and any search terms entered on the Website. Cookies and similar tools allow us and third parties to collect information about a Visitor's online activities over time and across different websites. These cookies allow us to customize the Website content to your preferences, profile, and/or demographic information. As technology changes, the use and function of cookies may change, and they may be replaced by other technologies. We have no obligation to update this Notice to reflect such changes. You may configure your internet browser or other settings to accept or reject all or some cookies, or notify you when a cookie is sent; however, you may be required to set your browser to enable cookies from us in order to use some functions on the Website. Even if your browser's settings are set to send "do not track" signals or other mechanisms to prevent tracking by cookies and similar tools, we may collect information about you and your activity.

USE OF INFORMATION AND INFORMATION SHARING

We use the information we collect from our Visitors and registered Membership Account holders to tailor and personalize our products and services, and to continually improve the Website. We may use the information we collect to request your participation in surveys and promotions, and we may send you product information, updates or special offers. If you no longer wish to receive these kinds of communications from us, you may opt out at any time by following the opt-out instructions on that communication.

The information we collect may be stored, processed, and passed on in accordance with your instructions. We also may share your information with third parties, such as service providers who help us administer this website and conduct our business, but will not share with third parties to enable them to market directly to you.

The reasons we may share your information include the following: to process your transactions; to maintain your accounts; to respond to legal investigations; to offer our products and services to you; and to understand how the Website is used. We may share your information within our organization, and with our service providers who help us administer this website and conduct our business, to the extent permitted by law.

We may also use, share, or transfer your personally-identifiable information and non-personally-identifiable information as required by applicable law. You agree to provide valid, accurate, and complete information and to keep all such information complete and current.

TERMS AND CONDITIONS OF USE

Please read these terms and conditions of use carefully before using this Website. By accessing, viewing, or using the Website and services, you agree to become bound by these terms and conditions. If you do not agree to all of the terms and conditions, then you may not access and use the sites and services.

PERMITTED VISITORS; ACCOUNT TERMINATION

Registration and use of the Website is void where prohibited. Our Website is not intended for use by anyone other than residents of the United States of America.

We do not knowingly collect personal information from children under the age of thirteen through the Website. If we become aware that we have inadvertently received personal information from a visitor under the age of thirteen through the Website, we will delete the personal information from our records. Some links on our Website may take visitors to third-party sites that are directed at children in whole or in part. We are not responsible for those third parties nor their collection and use of children's information. We encourage you to read the privacy statements and terms of use of any third-party sites you visit, whether linked from our Website or otherwise.

We, in our sole discretion, may delete any registered Membership Account, data or content with or without notice or liability to you. We reserve the right to permanently block any Visitor or registered Membership Account holder who violates this Notice. Except as required by law, even after termination of a Membership Account, we may retain Visitor or registered

Membership Account holder information, data, and content for business or legal purposes, at our sole discretion.

OTHER WEBSITES

Our Website may contain links to other websites which are not owned or controlled by us. If you follow a link to a third party's website, we do not assume any liability for the performance, quality, accuracy, timeliness, reliability, or any other aspect of products or services on any other website, and can make no representation or warranty with regard to such third party sites. We are not responsible for third parties' legal or privacy policies, nor for their processing of personal data. We encourage you to read the privacy statements of any third-party sites you visit, whether linked from our Website or otherwise.

OWNERSHIP AND ACCESS

Subject to your compliance with this Notice we grant you a limited, revocable right to access and make personal use of the Website. You shall not modify the Website and shall not reproduce, duplicate, copy, sell, or resell the Website, any portion thereof, or any products, services, or other content on this Website. This limited right does not include any resale or commercial use of the Website or its products, services, or other content; any derivative use of this Website, its products, services, or other content; or any use of robots or other data mining, gathering, scraping, and extraction tools.

You are required to create a Membership Account to use or access certain parts of the Website and services, and to use certain products and features. As a condition of your use of the Website, you agree to (a) provide true, accurate, current and complete information as requested and (b) update and maintain the truthfulness, accuracy and completeness of such information.

You may upload personal information, personally-identifiable information, and other content (collectively, the "Content") on or through the Website in connection with your Membership Account. You understand and agree that we may, but are not required to, review and delete, without notice, any Content that, in our sole judgment, violates this Notice or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of you or others. By providing any Content to us or through the Website, you grant to us an unrestricted,

irrevocable, worldwide, royalty-free license to use, reproduce, display, transmit and distribute such information and materials, and you further agree that we are free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide through the Website.

You understand and agree that all Content and other personal information that you supply to us will be stored in and accessible from locations within and without the United States of America, for the purposes set forth herein, and may be subject to production or disclosure requirements by United States authorities in accordance with applicable United States laws.

The Website is owned and operated by the Run828 Foundation, and our address is email address is info@run828foundation.org. If you have any questions about this Privacy Notice and Terms and Conditions of Use, we can be reached at the above email address.

LIABILITY AND INDEMNITY

You, the Visitor, agree that use of the Website is at your choice and at your sole risk. The Website is provided on an "AS IS" and "AS AVAILABLE" basis, except as otherwise prohibited by applicable law. WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. We do not guarantee any specific results from use of the Website. No advice or information, whether oral or written, from or through use of the Website shall create any representation or warranty not expressly stated herein. We assume, and shall have, no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, your communications, data, or content. We are not liable for any problems or technical malfunction caused by any of the equipment or programming associated with or utilized by the Website. Except in jurisdictions where such provisions are restricted, in no event shall we be liable to you or any other person, entity, or organization for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from or in any way related to your use of the Website, your purchase or use of any of the products or services offered, advertised, or sold through the Website, or any of the Website content or other materials, even if arising from our negligence and even if we are aware or have been advised of the possibility of such damages. Notwithstanding anything to the

contrary contained herein, our liability to you for any cause of action, claim, or liability whatsoever, and regardless of the form of the cause of action, claim or liability, shall at all times be limited to the amount paid, if any, by you directly to us for the specific product or service which is the subject of the claim, but in no event shall our liability to you exceed the actual amount you have paid directly to us. You acknowledge that if no fees are paid to us by you for any product or service, you shall be limited to injunctive relief only, unless otherwise permitted by law, and shall not be entitled to damages of any kind from us, regardless of the cause of action.

We do not endorse and are not responsible or liable for any content, data, products, goods or services available or unavailable from, or through, any third party. You agree that should you use or rely on such content, data, products, goods or services, available or unavailable from, or through any third party, we are not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance.

You, the Membership Account Holder, agree to defend, indemnify, and hold us harmless from and against any and all loss, damage, claim judgment, demand, liability, or expense (including reasonable attorneys' fees and expenses), in any way related to, arising out of, or connected with: (i) Membership Account Holder's Content or data; (ii) Membership Account Holder's use of the Website; (iii) Membership Account Holder's providing of false, inaccurate, misleading, or fraudulent data or other information to us; (iv) Visitor's connection to the Website; (v) Membership Account Holder's violation or breach of this Notice; (vi) Membership Account Holder's violation or breach of any representation or warranty made by Membership Account Holder to us; (vii) Membership Account Holder's violation or breach of any third party right, including without limitation, any intellectual property right, defamation, breach of confidence, or privacy right; or (viii) any claim that Membership Account Holder's content caused damage to a third party. Membership Account Holder's obligations shall survive the termination of Membership Account Holder's Membership Account and the termination of Membership Account Holder's use of the Website. Membership Account Holder's is solely responsible for his/her/its actions, and the actions of its agents, when using the Website.

SUCCESSORS

In the event that we are acquired by or merged with any third party entity (including the sale of substantially all of our assets or of substantially all of any business unit), we reserve the right, in any of these circumstances, to transfer or assign your Content, data, personal information, and the licenses obtained from you. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used. You understand this and agree to hold us harmless in such circumstances.

[The remainder is for internal purposes only and not to be placed on the publicly-available website.]

This Notice was adopted on _____ and was most recently amended on _____.

ND: 4828-4961-5415, v. 1
ND: 4828-4961-5415, v. 1
4832-8056-2796, v. 1