

## SUNDAYS SERVICE STRAVA "PREMIUMPERKS" PROGRAM

To utilize this program, click here: [strava.sundaysinsurance.com](https://strava.sundaysinsurance.com)

This Sundays Service, LLC/Strava Inc. PremiumPerk Program is effective for one year from your activation of it and throughout the maintenance of your Strava Premium Membership for that one year period. This Program is available to, and information in connection with such program on this website is intended for use only by, residents of all states except the following, until further notice: Florida, Hawaii, Illinois, Kentucky, Minnesota, New York, Ohio, Oregon, Texas, Utah, Vermont and Wisconsin.

### THIS IS NOT INSURANCE, NOR PART OF AN INSURANCE LIABILITY POLICY

THIS PROGRAM IS PROVIDED TO EACH PREMIUM MEMBER AT NO COST. ALL VALUES HEREIN ARE IN U.S. DOLLARS.

The Strava Inc. ("**Strava**") "PremiumPerks" Program described below (as per the requirements of certain U.S. states, a "Service Contract" or "Warranty Plan" or "Service Warranty" and also referred to herein for convenience as a "Service Contract") is provided by Sundays Service Company, LLC ("**Sundays**") through its arrangement with Strava. If you qualify, Sundays will (i) arrange for the reimbursement of the repair or the replacement of up to \$600 (all values noted herein are in U.S. Dollars), subject to a deductible, for any damage caused by an Accident\* to the personal electronic device that you used to track and log your Strava activity (the "**Device**") and/or (ii) reimburse you for up to \$50 for a necessary transportation cost (for example, taxi, bus fare, etc.) and/or (iii) reimburse your running event entry fee up to \$100.

**Your Strava Premium Membership allows for each free service described to be used once per Strava membership term/Premium Perks Program period.**

### DEVICE - Cycling Activity Device Service

Sundays will arrange a repair or reimbursement, as set forth herein, if your Device is damaged as the result of an **Accident\*** while tracking your cycling activity on Strava's platform. If your Device cannot be economically repaired, it will be replaced up to a value of \$600. The value will be based on the lesser of (i) your purchase price, (ii) the cost of the Device's repair or replacement, or (iii) if the exact Device model is no longer available, the price for which it was last available or its current market value. The Device's original purchase receipt must be provided to prove ownership and validate your entitlement to the PremiumPerks Program.

You will **not qualify** for the service if:

- Accidental damage is sustained while the device was not logged into Strava's platform while a monitored cycling activity was in process when the event occurred.
- If your Device is stolen or accidentally or unintentionally lost.
- There is a breakdown or technical/performance failure of any kind not directly caused by an accident.
- Your Device is damaged as a result of accidentally coming into contact with any liquid.
- Your Device is older than 24 months at the time of the accident.
- The damage is cosmetic (does not impede functionality), including scratches and dents.
- The serial number has been tampered with in any way.
- You have already used this service within your membership period.
- You can't provide proof of the damage sustained to your bicycle or of the medical treatment you received as a result of the Accident.

**\*Accident** means: a bicycle impact or crash in which your bicycle is sufficiently damaged to be non-functioning without repairs and/or you need medical treatment; or an event that happens by chance or that is without apparent or deliberate cause; a sudden, unforeseen and unintended event in which your bicycle is sufficiently damaged to be non-functioning without repairs and/or you need medical treatment as a result of which breakage or other damage to your Device occurs to the point where it needs to be functionally repaired or replaced.

#### IMPORTANT:

- DEDUCTIBLES:
  - An \$85 deductible will be imposed for damage to the Device resulting from an Accident, on any component of the Device.
- We will not be responsible/liable for any
  - repair or replacement costs in excess of the PremiumPerks Program's limits;
  - consequential losses like a warranties, as a result of repairing the device;
  - expenses you incur as a result of not being able to use the Device; and/or
  - losses other than the repair or replacement costs of the Device.

## TAXI - Cycling Transportation Reimbursement

Sundays will also arrange reimbursement of reasonable transportation costs of a licensed auto service (e.g., taxi, Uber, Lyft, etc.) for you and your bicycle, up to \$50, to the nearest public transport station, bicycle repair shop or your home, as you choose, as a result of an Accident while tracking your cycling activity on Strava's platform, that prevents use and mobility of the bicycle or the mechanical breakdown of the bicycle. **Costs incurred after you have been transported to the nearest location will not be reimbursed.**

You will **not qualify** for this Cycling Transportation Reimbursement service if:

- The event occurs within 1.5 miles of your home.
- A breakdown is a result of flat tires or punctures (unless the tire is visibly cut and cannot be repaired by replacing a tube).
- The claim is for a journey further than the nearest public transport station, bicycle repair shop or your Home.
- When there are local recovery/repair facilities reasonably available.
- More than one claim per period is submitted.
- You can't provide us with the receipt for the trip.
- You can't provide us with location details of your accident or breakdown site and destination.

## RUNNING EVENT - Entry Fee Reimbursement

Sundays will arrange reimbursement of up to \$100 for a running event entry fee if the event involves your logging in on the Strava platform and you can't participate in the running event as a result of verifiable illness or acute injury for which formal medical treatment is required (a visit to a certified doctor or a hospital). The reimbursement claim will only be processed after the event date.

You will **not qualify** for this Running Event Entry Fee Reimbursement service if:

- You can't provide us with a medical certificate/letter from a certified medical practitioner confirming your illness or acute injury and that you can't participate in the event.
- You can't supply us with the relevant medical practitioner's contact information to verify the medical certificate.
- You are eligible to receive a refund from the event.
- You are allowed to sell/transfer your entry to another participant.
- Any conditions, injuries and or illness existed or were sustained prior to you engaging in activities covered under this PremiumPerks Program.
- You obtained a medical certificate and still participated in the event.

## ADDITIONAL DISCLOSURES

1. You have the right to file a complaint by either (i) submitting a written complaint to our Service Department at 1000 North West Street, Suite 1200, Wilmington, Delaware, 19801, or (ii) contacting a Sundays representative by calling 800-664-9694.
2. You are responsible for any non-covered expenses.
3. The PremiumPerks Program described herein is available and applicable only to permanent residents of the USA in jurisdictions in which such services are approved or exempt from regulation/registration. See our web site for further details.
4. The Strava Premium Membership and the PremiumPerks Program are subject to the Strava Terms of Service -- Cancellation and Account Deactivation (<https://www.strava.com/legal/terms#cancellation>). You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of Strava.
5. Coverage applies only to Strava Premium Members who have activated this PremiumPerks Program on [strava.sundaysinsurance.com](https://www.strava.com/premiumperks).

## ADDITIONAL TERMS AND CONDITIONS

In connection with the PremiumPerks Program and solely for purposes of compliance with certain state laws and regulations (**see state-specific disclosures in the Appendix hereto**) as a "Service Contract" or "Warranty Plan" or "Service Warranty" (collectively referred to as a "**Service Contract**"), you, a Strava Premium Member, acknowledge the coverage of your activities while logged into the Strava online program or web-based platform under the following terms and conditions applicable to the PremiumPerks Program, as made available to you at no cost or other consideration by Sundays.

### REPAIR/REPLACEMENT PLAN

At no cost to you, Sundays shall arrange for the repair or replacement of the covered product ("**Device**," as specified below), in the event such Device is damaged as a result of an Accident to the extent that it loses its ability to access the Strava web-based platform. This obligation of Sundays remains in effect under this Service Contract for a period of 12 months following your activation at the web link provided herein, or as long as you remain a Strava Premium Member, whichever is sooner.

Upon your submission of a claim for repair or replacement of the Device, you undertake to do one of the following:

1. Deliver the Device, at your expense, to Sundays' third-party specialist contractor with your original receipt of purchase of the exact Device, and after Sundays' (directly or through its contractor) diagnosis of the damage to and problem with the usage of such Device, Sundays will ship or have shipped to you, by agreed upon shipping methods and at no cost to you, a new or (if the damaged Device model is no longer manufactured and available for distribution) refurbished replacement device or an equivalent new Device. You must deliver the damaged equipment to Sundays or its contractor using available ground shipping services at your cost. If you fail to ship the faulty Device to Sundays or its contractor within 30 days of your claim of damage, your entitlement to the PremiumPerks Program shall be withdrawn; or
2. If you have a reputable repair service other than Sunday's third-party specialist contractor, you shall present such service's contact information and qualifications to Sundays and, upon Sundays' review, confirmation and approval, you may deliver the Device, within 30 days of your claim of damage and at your expense and preferred shipping method, to such repair service with notification to Sundays.

With respect to the repair of a damaged Device, Sundays or its contractor is obligated to provide you with all of the functional parts that may be necessary to maintain proper operation of the Device ONLY FOR PURPOSES OF THE STRAVA PREMIUM MEMBER PLATFORM. NO OTHER PARTS, EQUIPMENT, ACCESSORIES, ETC. WILL BE PROVIDED OR REPAIRED OR REPLACED IF NOT RELEVANT TO THE STRAVA PREMIUM MEMBER PLATFORM. For purposes of illustration only, if damage to a cell phone screen cover or case does not impact the performance and utility of the Strava Premium Member platform, it will not be covered under the PremiumPerks Program and this Service Contract.

Sundays' obligations hereunder expressly exclude preventive maintenance for any Device.

#### **DEVICE**

The PremiumPerks Program is available to "smartphones," tablets and GPS devices used to track and log onto the Strava platform's online activities, provided that they have been activated (whether or not actually placed in service) for no longer than 24 months.

#### **CHANGES TO SERVICES**

Sundays reserves the right to modify the terms of the PremiumPerks Program and this Service Contract provided hereunder at any time during the term of this Service Contract.

#### **TERM**

Subject to your maintaining your status as a Strava Premium Member, this Service Contract shall be for a term of twelve (12) months and shall commence upon the effective date noted above. This Service Contract shall not be renewed automatically.

#### **ENFORCEABILITY; ASSIGNMENT OF RIGHTS**

The enforceability of this Service Contract is limited to you and to Sundays (and Sundays' successors and assigns). You grant Sundays the right to assign all or any part of its rights or obligations under this Service Contract at any time to anyone that it chooses. You shall not assign, transfer or in any way dispose of all or any part of your rights or obligations under this Service Contract without the prior written consent of Sundays (or its successors or assigns), and no such assignment, transfer or other disposition shall be undertaken for any compensation to you from a third party.

#### **AUTHORITY**

You represent and warrant to Sundays that you have the right and power to enter into this Service Contract and that any and all action necessary (if any) to approve your entering into this Service Contract has been taken.

#### **GOVERNING LAW; CHOICE OF VENUE**

Subject to certain state laws and regulations, as noted in the Appendix, this Service Contract shall be construed, interpreted and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. Each party to these terms and conditions for any legal proceeding to interpret or enforce this Service Contract submits to the exclusive jurisdiction of the state and federal courts located in the County of New Castle, in the State of Delaware and hereby waives any jurisdictional, venue, or inconvenient forum objections to such courts.

#### **MANDATORY ARBITRATION**

Subject to certain state laws and regulations, as noted in the Appendix, any claim or controversy arising out of or relating to these terms and conditions shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association and shall be enforceable in any court having competent jurisdiction. The venue of such arbitration shall be in the County of New Castle in the State of Delaware.

## NOTICES

Any notice required by this Service Contract, such as to advise Sundays of accidental damage to a Device, the need for replacement or repair, or the need for transportation, shall be given by you or an authorized representative of yours (for example, if your personal Device is inoperable) in writing (which includes electronic communications) and shall be deemed effective upon personal delivery, electronic receipt or deposit with the appropriate postal service, by registered or certified mail with postage and fees prepaid and addressed to the party entitled to such notice at that party's business address.

If you have questions about the status of any claim or the repair or replacement of your Device, you may email Sundays at [stravaperks@sundaysinsurance.com](mailto:stravaperks@sundaysinsurance.com).

## ENTIRE SERVICE CONTRACT

You understand and expressly agree that (a) this Service Contract contains a complete statement of all understandings, arrangements, and agreements between the parties and constitutes the entire agreement between you and Sundays as to the subject matter hereof, and completely supersedes all negotiations and all prior arrangements, understandings, courses of dealing, agreements and other Service Contracts related to the subject matter hereof; and (b) there are no representations, warranties, understandings, arrangements, agreements, conditions, or contingencies, whether express or implied, or oral or written, except as expressly set forth in this Service Contract. You have acknowledged your acceptance of the terms of this Service Contract as of the date stated herein.

## LIABILITY

Sundays' sole liability to you shall be to remedy any breach of this Service Contract in a timely manner. Sundays shall not be liable to you or others for any losses, expenses or costs (including but not limited to any consequential loss -- note that this consequential loss exclusion functions independently from the terms of the Device's applicable limited warranty and the consequential loss exclusion will remain in place even if the warranty fails of its essential purpose -- and special damages) incurred by you or others due to inherent breakdown or malfunction of the Device not resulting from any accident. In any dispute between you and Sundays, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs including, without limitation, reasonable attorneys' fees. The prevailing party shall include, without limitation, a party who dismisses an action for recovery in exchange for sums allegedly due, performance for covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

## DISCLAIMER OF LIABILITY

**SUNDAYS IS NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGE RELATED TO THIS SERVICE CONTRACT.**

Specifically, Sundays will not be liable under the following circumstances:

- If, through no fault of Sundays, your device is not repairable or replaceable.
- If circumstances beyond Sundays' control such as, but not limited to: natural disaster, flood, earthquake, fire, war, act of terrorism, and acts of third parties in violation of federal, state, or international law, render Sundays unable to provide the PremiumPerks Programs despite reasonable precautions under the circumstances.
- If you provide erroneous information in requesting the PremiumPerks Programs. Sundays is not responsible for the submission of erroneous information by you and accepts as true and accurate the information you provide. Sundays assumes no responsibility to verify the information you provide.

## USER LIABILITY

**YOU ARE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION YOU ENTER FOR A CLAIM REGARDING YOUR DEVICE.**

## CONFIDENTIALITY

Sundays will disclose information about you to third parties ONLY in the following circumstances:

- When it is necessary to confirm your Strava Premium Membership.
- In order to comply with a governmental agency or court order.
- If you give Sundays written permission to do so.

By clicking the link provided on the first page hereof, you confirm that you are a Strava Premium Member, acknowledge that you have read and understand the terms and conditions of the PremiumPerks Program and this Service Contract.

**PLEASE KEEP THESE FORMS FOR YOUR RECORDS**