
SUNDAYS INSURANCE SERVICE STRAVA "PERKS" PROGRAM

**THIS PROGRAM IS PROVIDED TO EACH PAID STRAVA SUBSCRIBER AT NO COST.
ALL VALUES HEREIN ARE IN U.S. DOLLARS.**

The Sundays Insurance Service Strava "Perks" Program (Sundays Strava Perks) described below is provided by Sundays Insurance LLC (Sundays Insurance) through its arrangement with Strava. This program is only available to the person named in the activation confirmation email who has signed up as a paid subscriber with Strava, has activated the Strava Perks Program with Sundays, and is a permanent resident of the USA. The cover under this program is effective for one year from your activation of it and throughout the maintenance of your Strava paid subscription for that one year period. **Your Strava Paid Subscription allows for each free coverage benefit described herein to be used once per Sundays Strava Perks program period.**

To utilize this program, click here: sundaysinsurance.com/strava

DEVICE DAMAGE

Cover Limit: 1 claim per policy period up to \$600

Deductible: \$85

Sundays Insurance 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 the perk 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 Sundays Strava Perks Program.

You will **not qualify** for the device damage cover 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 subscription 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.

DEDUCTIBLE & IMPORTANT INFORMATION

- 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:
 - o repair or replacement costs in excess of the Perks Program's limits;
 - o consequential losses like warranties, as a result of repairing the device;
 - o expenses you incur as a result of not being able to use the Device; and/or
 - o losses other than the repair or replacement costs of the Device.

TAXI FARE

Cover Limit: 1 claim per policy period up to \$50

Deductible: \$0

Sundays Insurance will arrange reimbursement of reasonable transportation costs of a licensed auto service (e.g., taxi, Uber, Lyft, etc.) for you and your bicycle, up to the perk value \$50, to the nearest public transport station, bicycle repair shop or your home, 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 the taxi fare cover 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.

RUNNING RACE ENTRY FEE

Cover Limit: 1 claim per policy period up to \$100

Deductible: \$0

Sundays Insurance will arrange reimbursement of up to the perk value \$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 the Running Event Entry Fee cover 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 Perks Program.

GENERAL EXCLUSIONS

1. Radioactive Contamination Exclusion – Physical Damage-Direct (U.S.A.)

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused.

2. War in accordance with the following Exclusion Clause:

This Insurance excludes any losses arising from acts of declared or undeclared War. Declared or undeclared War does not include acts of terrorism. "War" is used to mean:

- a hostilities following a declaration of War by a government authority;
- b if there is no declaration of War, then armed, open and continuous hostilities between two countries.

Notwithstanding the above exclusion, the peril of War may be included but only with the prior agreement of the Company.

3. Communicable Disease Exclusion

- a Notwithstanding any provision to the contrary, this Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- b For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

4. Cyber Exclusion:

This Contract of Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from any;

1.1. Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident; or

1.2. action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident or the fear or threat (whether actual or perceived) of any Cyber Act or Cyber Incident.

For purposes of this Exclusions Section, the following definitions shall apply:

"Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

"Cyber Act" means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any Computer System.

"Cyber Incident" means:

- 1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

5. Coronavirus Exclusion:

Any loss resulting from Coronavirus (2019-nCoV or SARS-CoV-2) or threat or fear thereof (whether actual or perceived) including but not limited to any loss directly or indirectly arising out of, contributed to by, or resulting from;

(i) an outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or the Covid-19 Disease or any mutant variation thereof

(ii) any action taken in controlling, preventing, suppressing or in any way relating to any actual or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or the Covid-19 Disease or any mutant variation thereof

- (iii) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency pertaining to any outbreak or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
 - (iv) any travel advisory or warning being issued by a national or international body or agency pertaining to any outbreak or suspected outbreak of Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
 - (v) an infection or quarantine of any Insured Person(s) due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof and
 - (vi) the failure of key equipment to reach the Insured event due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
 - (vii) the financial failure of the Insured or any Insured Person or any Participant or any government, authority, business or organization on whom the Insured are reliant to conduct the Insured Event which is directly or indirectly due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof
 - (viii) any social or economic impact including but not limited to labor shortages, food shortages, strikes, industrial reaction, riots, Civil Commotion, Terrorism or National Mourning
 - (ix) which is directly or indirectly due to actual or suspected Novel Coronavirus (2019-nCoV or SARS-CoV-2) or Covid-19 Disease or any mutant variation thereof.
- In respect of (ii) to (viii) any fear or threat thereof (whether actual or perceived).

ADDITIONAL DISCLOSURES

1. Only accidents or incidents that happen during the one-year period from the start date of your Sundays Strava Perks Program will be accepted under this program, provided that you have complied with all the terms, conditions and provisions of this program and only if you have maintained your Strava paid subscription throughout the one year period. We will not accept any liability for any claims that relate to incidents that happen outside of the policy period or where an incident arises while you are no longer a paid Strava Subscriber.
2. 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 Insurance representative by calling (805) 448-6558.
3. You are responsible for any non-covered expenses.
4. The Perks 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 website for further details.
5. The Strava Subscription and the Strava Perks 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.

ADDITIONAL TERMS AND CONDITIONS

In connection with the Strava Perks Program, you, a paid Strava Subscriber, 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 Strava Perks Program, as made available to you at no cost or other consideration by Sundays Insurance.

Device The Perks 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 terms of cover Sundays Insurance reserves the right to modify the terms of the Perks Program at any time during the term of this program.

Term Subject to you maintaining your status as a paid Strava Subscriber, this program shall be for a term of twelve (12) months and shall commence upon the effective date noted in your activation confirmation email. This program shall renew automatically at the end of each twelve (12) month period, subject to Strava and the insurance carrier agreeing to continue this program and you maintaining your status as a paid Strava Subscriber.

Authority You represent and warrant to Sundays Insurance 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.

Contacting Us Any communication, such as to advise Sundays Insurance of accidental damage to a Device, the need for replacement or repair, or the need for transportation reimbursement, 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 or electronic receipt. You can also submit a claim online at sundaysinsurance.com/claims

If you have questions about the status of any claim or the repair or replacement of your Device, you may email Sundays Insurance at hello@sundaysinsurance.com.

Liability Sundays Insurance's sole liability to you shall be to remedy any breach of this Service Contract in a timely manner. Sundays Insurance 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 Insurance, 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 INSURANCE IS NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGE RELATED TO THIS PROGRAM. Specifically, Sundays Insurance will not be liable under the following circumstances:

- If, through no fault of Sundays Insurance, your device is not repairable or replaceable.
- If circumstances beyond Sundays Insurance's 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 Insurance unable to provide the Strava Perks Programs despite reasonable precautions under the circumstances.
- If you provide erroneous information in requesting the Strava Perks Programs. Sundays Insurance is not responsible for the submission of erroneous information by you and accepts as true and accurate the information you provide. Sundays Insurance 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 Insurance will disclose information about you to third parties ONLY in the following circumstances:

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

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