

Strava Terms of Service Report 4th Quarter 2023

Strava values transparency, including in its content moderation policies and practices, and welcomes the opportunity to provide this information to the California Attorney General's office in line with Assembly Bill No. 587. As Strava builds the premier platform for active people, we optimize for connecting people to what motivates them and helps them find their personal best. We created terms and standards to support an inclusive, safe, and welcoming space for active people to strive, and aim to keep Strava accessible to the entire Strava community provided they respect those rules.

Below is information relevant to Strava regarding policies, reporting, and enforcement under those rules, corresponding to AB 587, <u>section 22677</u>:

(1) Current terms of service

The current version of Strava's Terms of Service is available at https://www.strava.com/legal/terms. They state, "For questions regarding the Services and these Terms, please contact us via https://support.strava.com."

Since the previous Terms of Service report, we added information regarding algorithmic decision-making and recommended content to our Terms of Service, and we added more description to our restriction on disruptive content, a restriction on coordinated social media campaigns, and more information about reporting, content review and enforcement, and appeals.

Please see the Appendix for the full text of the Terms of Service, as well as our Acceptable Use Policy, which is incorporated by reference.

(2) First report

Strava's first Terms of Service report is available here.



(3) Specified categories of content in terms of service

The current version of the terms of service defines the following categories of content as follows:

(A) Hate speech or racism.

- is illegal or promotes illegal activities, including in relation to export control or sanctions laws
- is threatening, harassing, abusive, hateful, discriminatory, or that advocates violence
- may be harmful to minors
- significantly or repeatedly disrupts the experience of other users

Strava's Community Standards further state

- "Be inclusive and anti-racist. Strava is committed to actively dismantling and eradicating racism and discrimination in all forms. If you use Strava, you're joining us in this commitment, without exception."
- "Don't use hate speech. Hate speech is a direct attack based on race, ethnicity, age, national origin, religious affiliation, sexual orientation, caste, sex, gender, gender identity, serious disease, disability, body type, or immigration status. We will remove hate speech and may suspend or terminate the accounts of anyone who uses it."

(B) Extremism or radicalization.

Although our terms and policies do not specifically use the words *extremism* or *radicalization*, if this content were to appear on the platform, it would violate one or more of the following prohibitions in our terms:

- is illegal or promotes illegal activities, including in relation to export control or sanctions laws
- is threatening, harassing, abusive, hateful, discriminatory, or that advocates violence
- may be harmful to minors
- significantly or repeatedly disrupts the experience of other users

(C) Disinformation or misinformation.

- is fraudulent or contains false, deceptive or misleading statements, claims or representations—including misinformation, or impersonation such as of a person, company, or brand
- is inauthentic, including manipulating data used for leaderboards



- is intended to or likely to deceive, mislead or defraud others through phishing or social engineering techniques

(D) Harassment.

- is threatening, harassing, abusive, hateful, discriminatory, or that advocates violence
- may be harmful to minors
- significantly or repeatedly disrupts the experience of other users

(E) Foreign political interference.

Although our terms and policies do not specifically use the words *foreign political interference*, if this content were to appear on the platform, it would violate one or more of the following prohibitions in our terms:

- is inauthentic, including manipulating data used for leaderboards
- is intended to or likely to deceive, mislead or defraud others through phishing or social engineering techniques
- collecting or harvesting any information relating to an identified or identifiable individual, including account names and information about users of the Services, from the Services
 - (4) Content moderation practices
- (A) Any existing policies intended to address the categories of content described in paragraph (3).
 - Strava's Acceptable Use Policies describe the content and conduct restrictions under Strava's Terms of Service. Strava's Community Standards further elaborate on some of those restrictions, including Strava's commitment to Anti-Racism, which our users must respect.
 - Please see previous section ((3) Specified categories of content in terms of service) for relevant excerpts from those terms and policies.
- (B) How automated content moderation systems enforce terms of service of the social media platform and when these systems involve human review.
 - All content moderation to enforce our Terms of Service, including our Acceptable Use Policies, currently happens by humans. Where we use automation, this is solely to flag content for internal, human review.
 - As we state in our Acceptable Use Policy, "We may proactively review content to determine whether it violates our policies. In some cases, we may use automated



detection to surface content for human review, or in limited cases, to block content. In all cases, a human reviews any appeals. ... Once an appeal is received, a human will review the original decision against our policies and guidelines to determine whether the determination of a violation and/or the enforcement action taken were warranted."

- (C) How the social media company responds to user reports of violations of the terms of service.
 - As we explain in our <u>Community Standards</u>, as well as in our <u>Help Center</u>, if users believe content on Strava violates our terms of service, they can follow these <u>instructions</u> on how to report content directly from a particular piece of content (comment, post, etc.) for review, or they can <u>contact us directly</u> from the support site, mobile app, or by email. As we note in our Community Standards and Help Center, we take user reports seriously and will do our best to understand context and take appropriate actions based on our policies and the results of our investigation.
- (D) How the social media company would remove individual pieces of content, users, or groups that violate the terms of service, or take broader action against individual users or against groups of users that violate the terms of service.
 - As noted in Strava's Terms of Service, we may remove any Content that violates the Terms or is otherwise objectionable, and we may suspend or terminate a user's account and/or access to the Strava services for violations of the Terms or other incorporated agreements, policies, or guidelines. This includes Strava's Acceptable Use Policies, which also state that Strava may remove content and/or to suspend or block account access due to a violation of this Acceptable Use Policy. In addition, we note in our <u>instructions</u> for reporting content that we may delete or hide content found to be in violation of our Terms and Community Standards, as well as take action on violating athletes, if necessary.
 - Relatedly, in our Acceptable Use Policy, as well as in the notification of violation sent to users, we inform them of their right to appeal: If you wish to appeal an enforcement decision against your account or content, you can contact us via https://support.strava.com to provide information explaining why you believe the enforcement action was taken in error.
- (E) The languages in which the social media platform does not make terms of service available, but does offer product features, including, but not limited to, menus and prompts.



- Strava's Terms of Service are available in the same languages in which we offer product features, including, but not limited to, menus and prompts.
- (5) Information on content in the specified categories of content terms of service Below is data for reports, actions, and appeals in the third quarter (July to September) of 2023 for the relevant content violations:

(i) Flagged (reported) content

CATEGORY OF CONTENT

(A) Hate speech or racism	1632
(B) Extremism or radicalization	n/a
(C) Disinformation or misinformation	n/a
(D) Harassment	1680
(E) Foreign political interference	n/a
TOTAL	3312

TYPE OF CONTENT

Activity	1
Club	40
Comment	1318
Other	3
Post	556
Profile	19
Segment	697
Image	616
Video	62



TOTAL

TYPE OF MEDIA

TOTAL	3312
Video	62
Text	2634
Image	616

FLAGGED BY

TOTAL	3312
Company employees	4
Users	3308

(ii) Actioned content

CATEGORY OF CONTENT

(A) Hate speech or racism	390
(B) Extremism or radicalization	n/a
(C) Disinformation or misinformation	8
(D) Harassment	409
(E) Foreign political interference	n/a
TOTAL	807

TYPE OF CONTENT

Activity	0
Club	45



TOTAL	807
Video	1
Image	164
Segment	24
Profile	58
Post	284
Other	1
Comment	230

TYPE OF MEDIA

Image	154
Text	588
Unknown	64
Video	1
TOTAL	807

In all cases, the content was actioned by company employees.

Please note, where we receive multiple reports of the same content/user, it will show as one item of content actioned.

(iii) Actioned items of content that resulted in action taken against the user or group of users responsible for the content.

In all cases where content was actioned, we took action against the user responsible for the content. Thus, the numbers in (ii) Actioned content would apply here.

- (iv) Actioned items of content removed, demonetized, or deprioritized In all cases where we took action, we removed content (for example, removing a comment or suspending access to an account). Thus, the numbers in (ii) Actioned content would apply here.
- (v) The number of times actioned items of content were viewed by users.

 In the past, we looked into using views (impressions) as a metric to assess abusive content on our platform. Our analyses showed that impressions and abuse reports were highly



correlated, so we shifted our focus to abuse reports. Thus, the numbers in (i) Flagged (reported) content would provide an indication of this metric.

(vi) The number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned.

As noted above, our past analyses indicated a high correlation between impressions and abuse reports, so we shifted our focus to abuse reports. The numbers in (i) Flagged (reported) content would provide an indication of this metric.

(vii) Appeals and reversals (appeals granted)

CATEGORY OF CONTENT	APPEALS RECEIVED	APPEALS GRANTED
(A) Hate speech or racism	1	1
(B) Extremism or radicalization	n/a	n/a
(C) Disinformation or misinformation	0	0
(D) Harassment	5	5
(E) Foreign political interference	n/a	n/a
TOTAL	6	6

TYPE OF CONTENT	APPEALS RECEIVED	APPEALS GRANTED
Club	3	3
Comment	2	2
Segment	1	1
TOTAL	6	6

	APPEALS	APPEALS
TYPE OF MEDIA	RECEIVED	GRANTED



Text	6	6
TOTAL	6	6

Thank you again for the opportunity to provide this information to you regarding our content moderation policies, reporting, and enforcement.

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Appendix

Strava Terms of Service

Effective Date: February 15, 2024

Welcome to Strava! We want you to know and understand your rights and our rights relating to the provision of the Services (as defined below). Please review them carefully. Here are a few highlights:

- Your privacy is critically important to us. See how we collect and use your personal information in our Privacy Policy.
- You can cancel your subscription or delete your account at any time.
- You own your content, but give us a right to use it.
- We expect you to be respectful and we can disable access to your account or content if you act in violation of our rules.
- Strava is not liable for your activities and no warranties are made by Strava.
- We can suspend or terminate your account if you violate our Terms.
- We want your feedback, and you allow us to use it.
- You agree to arbitrate if there is a dispute between us (unless you reside in the European Union).
- There are easy ways to reach us if you have questions or need help.



Terms of Service

The Strava websites, related mobile applications and services (collectively, the "Services") are made available to you by Strava, Inc. with its address at 208 Utah Street, San Francisco, CA 94103, USA, subject to these Terms of Service (the "Terms") and in accordance with the Strava Privacy Policy (the "Privacy Policy"). More information about the Services may be found at https://strava.com. You agree to comply with these Terms and any supplemental terms which Strava makes available to you on the Services which shall form part of the Terms. Strava reserves the right to review accounts and user actions on the Services to ensure compliance with our Terms. BY ACCESSING, USING OR UPLOADING OR DOWNLOADING ANY INFORMATION OR MATERIALS TO OR FROM THE SERVICES, OR BY INDICATING YOUR ASSENT TO THESE TERMS BY CREATING AN ACCOUNT, CLICKING "SIGN UP" OR ANY SIMILAR MECHANISM, YOU ARE AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES. This agreement was written in English. To the extent a translated version of the Terms conflict with the English version, the English version controls.

If you access or use the Services on behalf of a company or other entity, you represent that you have authority to bind such entity and its affiliates to these Terms and that it is fully binding on them. In such case, the term "you" will refer to such entity and its affiliates. If you do not have authority, you may not access or use the Services. These Terms contain disclaimers of warranties and limitations on liability that may be applicable to you.

The Strava Services cannot be provided and the agreement described in these Terms of Service cannot be performed without Strava processing data about you, and other Strava users, including your location data. Processing of the data you share with Strava, including location data, is essential to the Services we provide and a necessary part of our performance of the agreement we have with you.

Notice Regarding Dispute Resolution: These Terms contain provisions that govern how disputes between you and Strava are resolved, including an agreement to arbitrate, which will, unless you reside in the European Union, with limited exception, require you to submit claims you have against us to binding and final arbitration and limit you to claims against Strava on an individual basis, unless you opt-out in accordance with the instructions below.



Registration and Accounts

The Services are intended solely for persons who are 13 years old or such higher age required in your country to use the Services. If you are under the legal age to form a binding contract in your jurisdiction, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.

To use the Services, you must register. In doing so, you agree to: (a) provide true, accurate, current and complete information about yourself ("User Data") and (b) maintain and promptly update the User Data. You agree that Strava may use your Athlete Data to provide Services that you access or use and as otherwise set forth in these Terms and our Privacy Policy. You also agree to create only one account for your own personal use and not share your account or Strava subscription with others. If you provide any User Data that is inaccurate or not current or that you have created multiple accounts, Strava has reasonable grounds to suspect that such Athlete Data is inaccurate or not current, Strava has the right to suspend or terminate your account and refuse current or future use of the Services. In consideration of your use of the Services, you represent that you are not a person barred from receiving services under the laws of any applicable jurisdiction.

You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password, your computer and mobile device while logged into the Services. You accept responsibility for all activities that occur under your account or from your computer and mobile devices. We endeavor to use reasonable security measures to protect against unauthorized access to your account. We cannot, however, guarantee absolute security of your account, your Content (as defined below) or the personal information you provide, and we cannot promise that our security measures will prevent unauthorized third parties from illegally accessing the Services or its contents. You agree to immediately notify Strava of any unauthorized use of your account or password, or any other breach of security, and confirm that you understand all risks of unauthorized access to User Data and any other information or content you provide to Strava. The use of unique and complex passwords is highly recommended for security reasons.

You may register for or log-in to your account via a third-party network, such as Facebook or Google. If you do so, you hereby authorize Strava to pre-populate the



registration and other relevant information fields of your account and/or to use such third-party credentials to log you into your account. If you connect your account to a third-party network, you agree to comply with the terms and conditions and policies applicable to such third party.

By virtue of certain of the Services connecting to the Google Maps API, you hereby agree to be bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy) in connection with your use of such Services.

Payments and Fees

Payments

To pay any fee, you must designate and provide information about your preferred payment method (e.g., credit card, online payment service, a third party, like iTunes or Google Play, or any other payment method made available by Strava) (the "Payment Method"). If you provide your payment information, you authorize us and certain third party service providers, payment card networks and payment processors to receive, store and encrypt your payment information. You may switch to a different Payment Method or update your information by visiting https://strava.com/account. If you paid through the Google Play or iTunes store, you may change your Payment Method through the corresponding store account. No refunds or credits will be provided by Strava, other than as set forth in these Terms. If your payment provider determines that there are fraudulent charges on your account resulting from use of your Payment Method at the Services, please contact us immediately via https://support.strava.com.

Fees

In order to access certain functionality of the Services, you may be required to pay subscription fees. Subscription fees, along with any required taxes, may be paid on a monthly or annual basis. All subscription fees are payable in advance. Athletes changing from monthly to annual subscriptions will have the annual rates take effect at the beginning of the next billing date. You agree to pay the subscription fees, and other charges you incur in connection with your Strava account, whether on a one-time or



subscription basis. Strava reserves the right to increase subscription fees, any associated taxes, or to institute new fees at any time upon reasonable advance notice.

Auto-Renewal

Subscription fees will be billed automatically at the start of the monthly or annual period, as applicable. These fees will auto-renew until your subscription is downgraded or terminated. Your subscription fee will be the same as your initial charges unless you are otherwise notified in advance. You may cancel your subscription at any time, as described below.

Cooling Off

If you reside outside the United States, you may be entitled to change your mind and receive a full refund within fourteen (14) days (the "Cooling-off Period"), provided that you have not logged in or otherwise redeemed or started to use the Services as a subscriber during the Cooling-off Period.

Cancellation

Cancellation of Subscription

If you signed up on Strava.com, you may cancel your subscription by visiting your "My Account" page and selecting "Cancel Subscription." If you signed up through the Google Play or iTunes store, you may cancel your subscription by downgrading through the corresponding store. The cancellation of a subscription will go into effect at the end of your current billing cycle. When your subscription ends, your account will remain and become a free subscription. You can renew your subscription at any time without opening a new account, although the subscription fees may have increased. You can delete your account at any time.

Free Trials



Your subscription may start with a free trial. The free trial period for any subscription will last for the period of time specified when you signed up. Free trials may not be combined with certain other offers, as specified. If you begin your subscription with a free trial, we will begin billing your Payment Method for subscription fees at the end of the free trial period of your subscription unless you cancel your subscription prior to the end of the free trial period. Your Payment Method will be authorized for up to approximately one month of service as soon as you register for a free trial. In some instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You may cancel your subscription at any time by going to your account settings.

Content and Conduct

Ownership of and Use of Content

You own the information, data, text, software, sound, photographs, graphics, video, messages, posts, tags, or other materials you make available in connection with the Services ("Content"), whether publicly posted, privately transmitted, or submitted through a third party API (e.g. a video submitted via Zwift). Public segments and routes created by using the Services are not considered Content. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display any Content and any name, username or likeness that you post on or in connection with the Services in all media formats and channels now known or later developed without compensation to you. This license ends when you delete your Content or your account.

You understand that you, and not Strava, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Services. Strava does not routinely screen or monitor the Content posted to the Services by others and, as such, does not guarantee the accuracy, integrity or quality of such Content. Strava may, in its sole discretion, screen, monitor, hide, refuse or remove any Content, or remove any Content that violates the Terms or is otherwise objectionable. You understand that by using the Services, you may be exposed to Content that is



offensive, indecent or objectionable. Under no circumstances will Strava be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available on the Services. You agree to bear all risks associated with the use of any Content available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such Content.

You agree that Strava is not responsible for, and does not endorse, Content posted on the Services. If your Content violates these Terms, you may bear legal responsibility for that Content. As between you and Strava, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Strava is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Strava in a position that is any different from the position held by members of the general public, including with regard to your Content. Your Content will not be subject to any obligation of confidence on the part of Strava other than as set forth in our Privacy Policy and your privacy controls, and Strava will not be liable for any use or disclosure of any Content you provide.

The Services may provide you with the ability to mark certain Content that you submit to the Services as private, public, or available only to select users of the Services. Strava will maintain the privacy of such Content in accordance with your elections. However, if you do not elect to mark your Content as private or available for a limited group of athletes, or later change such designation to allow such Content to be made available to anyone, you are responsible for the public nature of the content. Please review our Privacy Policy for more information on how to manage your privacy controls.

You give us permission to use your profile name, profile photo, and information about your activities and actions you have taken, including your use of third party products, services, or devices, in ads, offers and other commercial contexts on the Strava service without compensation to you. For example, we may show your Strava followers that you use a certain device, product, or service available from a brand that has paid us to display its ads on Strava. You may adjust settings to prevent your profile name and profile photo from appearing in an ad.

As noted in our Privacy Policy, we may suggest segments, routes, challenges, or clubs on Strava that may interest you, users that you may want to follow, or new features that



you may want to try. We also use algorithmic ranking to determine what type of content (such as activity, post, route recommendation) to show in your feed. The main parameters for these recommendations can include your sport type, user engagement with the content type (e.g., impressions, clicks), activity features (e.g., activity uploads, average run distance), app usage (e.g. challenge joins, club joins), and basic demographic information (age, gender, tenure), and location information where relevant to the recommendation (e.g., for challenge and route recommendations), as well as your network (someone you follow joined this Club).

For example, we may recommend challenges to you based on similar challenges you have viewed or clicked on, as well as past challenges you have joined, and challenges people you follow have joined.

In addition, depending on your settings, we use algorithmic ranking to determine the order of activities that appear in your feed. You can use your Display Preferences to choose whether to order the activities in your Feed to be "Personalized" (a blend of new activities, the kinds of activities you tend to interact with, and the great efforts you may have missed) or by "Latest Activities" (chronologically, by when new activities are finished).

The Services are for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell for any commercial purposes any portion of the Services, use of the Services or access to Content.

You are granted a limited, non-exclusive right to create a text hyperlink to the Services for non-commercial use only, provided such link does not portray Strava or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material. You are further granted a right to implement any RSS feeds located on the Services for your personal, non-commercial use, solely as described on the Services. We reserve the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause.

You understand that use of certain features of the Services may require you to purchase third party equipment or materials (e.g., GPS systems). While Strava may recommend the equipment or materials of certain third party suppliers, Strava shall



have no responsibility for your acquisition or use of any third party equipment or materials and does not guarantee that third party equipment or materials will function with the Services or will be error-free.

You understand that you are responsible for any charges associated with sending communications via your device. You hereby acknowledge that you have the right to communicate with your contacts via the Services.

You represent and warrant that: (i) you are authorized to create your account, whether individually or on behalf of an organization; (ii) you own the Content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (iii) the posting and use of your Content on or through the Services does not and will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy and data protection rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and (iv) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Services.

Content and Conduct Restrictions

Strava's Acceptable Use Policies describe restrictions on content and conduct and are incorporated by reference into these terms. You agree to comply with those policies.

Interactions with Athletes

The Services function as a venue to connect athletes in a virtual information place. As a neutral facilitator, Strava is not directly involved in the actual interactions between athletes using the Services. As a result, Strava has no control over the truth, accuracy, quality, legality, or safety of postings made by athletes using the Services. Strava shall have no responsibility to confirm the identity of athletes. Strava shall also have no responsibility to confirm or verify the qualifications, background, or abilities of athletes using the Services. You shall at all time exercise common sense and good judgment when dealing with any athlete using the Services.

If you elect to use our features to inform your contacts about the Services, track your activities via Strava Beacon, or share your information with others, Strava may require



you to provide contact information. Strava may contact that friend via a one-time email or text message. You represent that you are authorized to provide any third party contact information that you provide to Strava, that you are authorized to use such information to contact (including for Strava to contact on your behalf) the third party and that Strava may process it pursuant to the Privacy Policy.

Professional and Verified Athletes

If you are a professional athlete, Strava may choose to verify your Strava account and place a badge on your profile indicating your professional status. Verified professional athletes on Strava will receive a free subscription. We expect all athletes to honor the Strava Community Standards and code of conduct as listed in these Terms of Service. We reserve the right to remove your verified status and badge, as well as cease your free subscription, at any time.

Clubs

Strava creates and administers certain clubs as well as the club verification program. Strava may choose to verify certain clubs and place a badge on their profile page. We reserve the right to revoke or transfer ownership of clubs, remove content, remove a club's verified status and badge, and remove a club at any time. If you request a transfer of ownership of a club, Strava may require you to provide certain documentation.

If you, as an athlete or partner, create a club on Strava, you are responsible for ensuring that your club: (a) abides by these Terms of Service and our Community Standards; (b) does not claim, suggest an affiliation with, or impersonate Strava whether by using Strava's intellectual property or otherwise; (c) has the right to use or post all club content, third party or otherwise, including rights to use name(s), logo(s), images, trademarks, trade dress, service marks, copyrights, or other intellectual property; and (d) does not, in Strava's sole discretion, use the club to inappropriately advertise or promote any contests, sweepstakes, or other promotions. Club administrators hereby agree to indemnify and hold Strava harmless from any and all claims arising out of your club, including but not limited to claims of intellectual property infringement.



Third Parties

Third party products and services made available on the Services are made and offered directly by the applicable third party. When you pursue or purchase any such product or service, you acknowledge that you are contracting directly with such third party and not with Strava. Your interaction with, or participation in promotions of, third parties found on or through the Services, including payment and delivery of goods or services, and any other terms, are solely between you and such third party. You are not obligated to use or transact business with any third party that appears on the Services. YOU AGREE THAT STRAVA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES.

Strava or third parties may provide links to other internet sites or resources through the Services. Strava does not endorse and is not responsible or liable for any content, information, advertising, products or other materials on or available from such sites or resources. You acknowledge and agree that Strava is not responsible for the availability of such external sites or resources.

Electronic Communications

The Services may provide you with the ability to send or post messages to forums or chat rooms, speak via internet voice connections or send similar messages and communications to third party service providers, advertisers, your personal contacts, other athletes and/or Strava. You agree to use communication methods available on the Services only to send communications and materials related to the subject matter for which Strava provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by the Terms and applicable law (including laws regulating direct marketing communications with which you will need to comply with, as applicable). By using communications methods available on the Services, you agree that (a) depending on your account settings and method of communication, communications methods used by you may constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers or other third parties are not endorsed,



sponsored or approved by Strava (unless expressly stated otherwise by Strava) and (c) communications are not routinely pre-reviewed, post-reviewed, screened, archived or otherwise monitored by Strava in any manner, though Strava reserves the right to do so at any time. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

Proprietary Rights

You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), any aggregated data based on Content on the Services, and any Content available or made available on the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Strava or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software or Content available on the Services (other than Content that you may submit), in whole or in part.

Strava grants you a personal, revocable, non-transferable, non-sublicensable and non-exclusive right and license to access and use the Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services, except where permitted by law. You agree not to access the Services by any means other than through the interfaces that are provided by Strava.

The term STRAVA, the Strava logo and other Strava logos and product and service names are the exclusive trademarks of, and are owned by, Strava, Inc., and you may not use or display such trademarks in any manner without Strava's prior written permission. Any third party trademarks or service marks displayed on the Services are the property of their respective owners.

Strava reserves all rights not expressly granted hereunder.

Claims of Infringement



The Digital Millennium Copyright Act (the "DMCA") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. Strava also reviews claims of trademark infringement. If you believe in good faith that materials hosted by Strava infringe your copyright or trademark rights, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work or trademark claimed to have been infringed (or, if multiple copyrighted works or trademarks located on the Services are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Strava to locate the material on the Services; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Please be advised that Strava will not respond to complaints that do not meet these requirements. We may share your information with third parties when we forward DMCA compliant notifications, which will be forwarded as submitted to us without any deletions. If Strava determines that the materials alleged to infringe your copyright or trademark rights do not require removal, Strava will remove those materials only pursuant to a court order declaring the content or use of the materials unlawful.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices must include the following information: (a) your name, address, and telephone number; (b) the source of the content that was removed; (c) a statement under penalty of perjury that you have a good-faith belief that the content was removed in error; (d) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located; or, if your address is outside of the United States, for any judicial district in which Strava may be found, and that you will accept service of process from the person who provided the original complaint; and (e) a physical or electronic signature (for example, typing your full name).



Notices and counter-notices with respect to the Services must meet the then-current statutory requirements imposed by the DMCA (see

https://copyright.gov/title17/92appb.html) and should be sent to the agent identified below. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there may be penalties for false claims under the DMCA.

Agent to Receive Notices of Claimed Infringement:

Strava Copyright Agent

208 Utah Street

San Francisco, CA 94103

USA

ip@strava.com

(415) 373-0220

Your Feedback

We welcome your comments, feedback, suggestions, and other communications regarding the Services and the information and services we make available through the Services (collectively, "Feedback"). If you provide Feedback, you hereby grant to Strava a worldwide, non-exclusive, transferable, assignable, sub-licensable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works of, publicly display and perform and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import and export products and services based on such Feedback. For this reason, we ask that you not send Strava any Feedback that you do not wish to license to us as set forth above.

Disclaimer of Warranties and Liability



THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY. STRAVA AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. TITLE AND NONINFRINGEMENT. STRAVA AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) YOUR CONTENT WILL BE AVAILABLE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (e) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

YOU EXPRESSLY AGREE THAT STRAVA IS NOT PROVIDING MEDICAL ADVICE VIA THE SERVICES. THE CONTENT PROVIDED THROUGH THE SERVICES, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR BY OTHER ACCOUNT HOLDERS OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. SHOULD YOU HAVE ANY HEALTH RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY. CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THE SERVICES, AND YOU SHOULD NOT USE THE SERVICES OR ANY CONTENT ON THE SERVICES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT. THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND STRAVA.



YOU EXPRESSLY AGREE THAT YOUR ATHLETIC ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, CYCLING, RUNNING, OR FOLLOWING A STRAVA TRAINING PLAN OFFERED ON THE SERVICES) CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF STRAVA OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS.

YOU EXPRESSLY AGREE THAT STRAVA DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR CONDUCT OF ANY RACE, CONTEST, CHALLENGE, OR GROUP ACTIVITY THAT UTILIZES THE SERVICES, INCLUDING ANY THAT ARE ORGANIZED BY A CLUB ADMINISTRATOR.

YOU EXPRESSLY AGREE TO RELEASE STRAVA, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY IN CONNECTION WITH YOUR ATHLETIC ACTIVITIES AND/OR USE OF THE STRAVA WEBSITES, MOBILE APPLICATIONS, CONTENT, SERVICES OR PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY STRAVA TRAINING PLAN), AND PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED WITH SUCH USE. YOU ALSO AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) YOUR USE OR MISUSE OF THE SERVICES, (b) YOUR USE OR MISUSE OF EQUIPMENT OR PROGRAMS CREATED OR LICENSED BY STRAVA (INCLUDING, WITHOUT LIMITATION, ANY STRAVA TRAINING PLAN) WHILE ENGAGED IN ATHLETIC ACTIVITIES, (c) YOUR DEALINGS WITH THIRD-PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES, (d) ANY DELAY OR INABILITY TO USE THE SERVICES EXPERIENCED BY YOU, OR (e) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF STRAVA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.



BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS OF LIABILITY ABOVE, SUCH AS EXCLUSIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN ENTERING INTO THIS RELEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE THE BENEFITS OF, SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, (AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY), WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

STRAVA DOES NOT ENDORSE YOUR CONTENT OR ANY OTHER ATHLETE'S CONTENT AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT ON THE SERVICES.

THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU PURSUANT TO THESE TERMS SHALL NOT EXCEED THE GREATER OF EITHER (a) FIFTY DOLLARS (\$50) OR (b) THE AMOUNT OF FEES PAID BY YOU TO STRAVA IN THE 12-MONTHS PRIOR TO DATE THE CLAIM.

IF YOU ARE A CONSUMER RESIDING IN THE EUROPEAN UNION, YOU HAVE LEGAL REMEDIES IF WE CAUSE YOU LOSS BY OUR BREACH OR NON-PERFORMANCE OF OUR LEGAL OBLIGATIONS, OR BY OUR NEGLIGENCE, AND THESE TERMS DO NOT AFFECT THOSE STATUTORY REMEDIES.

Indemnity

You agree to indemnify and hold Strava and its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise seek to make available through the Services, your use of the Services, your athletic activities which generate the Content you post or seek to post on the Services (including, but not limited to, athletic



activities in connection with any contests, races, group rides, or other events which Strava sponsors, organizes, participates in, or whose Services are used in connection with), your connection to the Services, your violation of the Terms, your violation of any data protection or privacy laws, or your violation of any rights of another person or entity. Your rights with respect to Strava are not modified by the foregoing indemnification if the laws of your country of residence, applicable as a result of your use of our Services, do not permit it.

Notice for California Athletes

Under California Civil Code Section 1789.3, California Services athletes are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

Dispute Resolution

Arbitration

The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through good-faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. Except for disputes relating to the Strava's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents) or if you opt out of this agreement to arbitrate, all claims arising out of or relating to this Agreement and your use of the Services shall be finally settled by binding arbitration administered by JAMS in accordance with its provisions and procedures for consumer-related disputes, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with this Agreement. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of



competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Strava will pay the additional cost. You and Strava hereby expressly waive trial by jury. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Strava is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. This provision does not apply to users who live in the European Union.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

Class-Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class-action waiver set forth in this section is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception—Litigation of Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

Thirty-Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration- and class-action-waiver provisions set forth in this section by sending written notice of your decision to opt out to the following address: Strava, Inc., Attn: Legal Department, 208 Utah Street, San Francisco, CA 94103, USA. The notice must be sent within 30 days of registering to use the Services; otherwise, you shall be bound to arbitrate disputes in



accordance with these Terms. If you opt out of these arbitration provisions, Strava also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, Strava may terminate your use of the Services.

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with Strava and these Terms must be filed within one year after such claim arose; otherwise, your claim is permanently barred. This provision does not apply if you are based in the European Union in which case time limitations shall be determined in accordance with governing law for EU users mentioned below.

Choice of Law and Forum

Any action related to the Terms, Content, the Services, and your relationship with the Strava shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to its conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. Subject to the Section entitled "Dispute Resolution", the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts embracing San Francisco, California and you consent to the exclusive jurisdiction of the federal or state courts embracing San Francisco, California. If any party hereto brings any suit or action against another for relief, declaratory or otherwise, arising out of these Terms, the prevailing party will have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. This paragraph does not apply to users who reside in the European Union.

If you are a user based in the European Union, then Irish law shall apply to these Terms and the Irish courts shall have exclusive jurisdiction to hear disputes arising in relation to the Terms. Despite this, your local laws in your European Union Member State may



allow you to take legal action against Strava in your Member State and to invoke certain local laws against Strava.

United States Operation

This Services are controlled by Strava from its offices within the United States of America. Strava makes no representation that the Content or the Services are appropriate or available for use in other locations. Access to or use of the Content or the Services from territories where such access or use is illegal is prohibited. Those who choose to access the Services from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of U.S. export laws and regulations.

Termination

You agree that Strava may, under certain serious circumstances and without prior notice, immediately suspend or terminate your account and/or access to the Services. Cause for such suspension or termination shall include, but not be limited to, (a) breaches or violations of the Terms or other incorporated agreements, policies or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Services. Termination of your account may include (x) removal of access to all offerings within the Services, (y) deletion of your information, files and Content associated with your account, and (z) barring of further use of the Services. Further, you agree that all suspensions or terminations for cause shall be made in Strava's sole discretion and that Strava shall not be liable to you or any third party for any suspension or termination of your account or access to the Services. The following Sections shall survive termination of your account and/or the Terms: Content and Conduct, Clubs, Proprietary Rights, Your Feedback, Disclaimer of Warranties and Liability, Indemnity, Choice of Law and Forum, and General.

General



You agree that no joint venture, partnership, joint controllership, employment or agency relationship exists between you and Strava as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between you and Strava with respect to your use of the Services. The failure of Strava to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of Strava. Strava has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and in connection with the Services. Strava's notice to you via email, regular mail or notices, posts, or links on the Services shall constitute acceptable notice to you under the Terms. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect. Any rights not expressly granted herein are reserved.

Modification of the Terms and Services

Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages on the Services. Strava reserves the right to update the Terms at any time and for any reason in its sole discretion. Strava will notify you of any material changes to the Terms or to any service or other features of the Services. By continuing to access or use the Services after we have provided you with notice of a modification, you are agreeing to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

Strava and its third party service providers may make improvements and/or changes in the Services, products, services, mobile applications, features, programs, and prices described at any time and for any reason in its sole discretion. The mobile application



may download and install upgrades, updates and additional features in order to improve, enhance, and further develop the Services. Strava reserves the right at any time to modify or discontinue, temporarily or permanently, the Services or any portion thereof with or without notice. You agree that Strava shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

Support and Questions

For questions regarding the Services and these Terms, please contact us via https://support.strava.com.

- December 15, 2020
- December 4, 2023
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Acceptable Use Policy

Effective Date: February 15, 2024

Strava's Terms of Service establish restrictions on content and conduct on Strava as outlined in this Acceptable Use Policy. In short, you may not use the Services, or assist or encourage any other party, to engage in any of the restricted Content or Conduct described below. We also expect you to honor the Strava Community Standards.

Content restrictions

Prohibited content includes publishing, transmitting, distributing, or storing content, material, information or data that:

Illegal or abusive

- is illegal or promotes illegal activities, including in relation to export control or sanctions laws
- is threatening, harassing, abusive, hateful, discriminatory, or that advocates violence



- is sexually obscene or relates to sexual exploitation or abuse, including of minors
- may be harmful to minors
- significantly or repeatedly disrupts the experience of other users, such as
 posting content that is unrelated to the purpose of a club in that club; repeatedly
 requesting followers, kudos, club joins, or engagement to rapidly amplify the
 reach of your content; or posting the same pieces of content in multiple places.

Inauthentic, false, or infringing on rights

- is fraudulent or contains false, deceptive or misleading statements, claims or representations—including misinformation, or impersonation such as of a person, company, or brand
- is inauthentic, including manipulating data used for leaderboards
- violates any privacy, publicity or other personal rights—including defamation, doxxing, posting media that you do not have permission to share, or otherwise sharing other people's personal information without their consent
- infringes, dilutes, misappropriates or otherwise violates any intellectual property, including copyrights, patents, trademarks, trade secrets or other proprietary information—including unauthorized use of domain names

Malicious, or harmful to systems

- is harmful to or interferes with the Services or any third party's networks, equipment, applications, services or websites (e.g., viruses, worms, Trojan horses, etc.)
- is intended to or likely to deceive, mislead or defraud others through phishing or social engineering techniques.

Conduct restrictions

Prohibited conduct includes:

Excessive automated, bulk, or spammy, or burdensome activity

using any automated system, including "robots," "spiders," "offline readers," to
access the Services in a manner that sends more requests to Strava than a
human can reasonably produce in the same period of time by using a
conventional web browser



- creating accounts in bulk
- using extensions or other means to bypass limits on automated interactions such as kudos or comments
- taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure

Unauthorized access or use of information

- accessing any content on the Services through any technology or means other than those provided or authorized by the Services
- collecting or harvesting any information relating to an identified or identifiable individual, including account names and information about users of the Services, from the Services
- distributing, or disclosing any part of the Services in any medium, including by any automated or non-automated "scraping"
- using the Services in a manner for which they are not intended, at our sole discretion, (e.g., employee tracking or automotive mileage reimbursement purposes);
- submitting to the Services or to Strava any personally identifiable information, except as necessary for the establishment and operation of your account
- executing any form of network monitoring or running a network analyzer or
 packet sniffer or other technology to intercept, decode, mine or display any
 packets used to communicate between the Service's servers or any data not
 intended for you.

Harmful or malicious activity against systems or Services

 attempting to disrupt, degrade, impair or violate the confidentiality, integrity or availability of the Services or the computers, services, accounts or networks of any other party (including denial of service attacks), including any activity that typically precedes attempts to breach security such as scanning, probing or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in a deny list or other blockage of Strava internet protocol space

Unauthorized use of the Services

- accessing the Services to monitor its availability, performance or functionality
- permitting any third party to access the Services unless approved by Strava
- copying, framing or mirroring any part of the Services



- using, copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of the software underlying the Services or any part thereof, unless expressly permitted or required by law, and in any case, without providing prior written notice to Strava
- bypassing the measures we may use to prevent or restrict access to the Services, including features that prevent or restrict use or copying of any content
- removing any copyright, trademark or other proprietary rights notices contained in or on the Services
- coordinating a social media campaign on Strava or other platforms to request a new product feature or product change outside of the Community Hub, or to attempt to get Strava to revisit a decision
- evading an enforcement action, for example by creating a new account after being suspended.

Reporting content

We provide a number of ways for users to report content on Strava that they believe violates the law, Strava's Community Standards, this Acceptable Use Policy or any other part of Strava's Terms of Service.

In the product, on our website, and Strava mobile applications, users can click the report option next to the content or user account. From there, users will be able to access a reporting flow to provide reviewers with more context about the nature of their report.

Through our Help Center, users can find information on how to contact us directly to submit a report for review. This support article provides instructions on how to report by content type or using our contact form:

https://support.strava.com/hc/en-us/articles/6738598338061-Reporting-Content-on-St rava-for-Violations-of-Our-Community-Standards.

If you are an official representative of an EU Member State, Commission, or Board, or an EU user intending to report content you believe is illegal, please refer to this page: https://support.strava.com/hc/en-us/articles/14660137740301-Strava-and-the-Europe an-Union-s-Digital-Services-Act.



Content Review and Enforcement

We take user reports seriously and take appropriate actions based on our policies, taking context into account where relevant, and the results of our investigation. We may proactively review content to determine whether it violates our policies. In some cases, we may use automated detection to surface content for human review, or in limited cases, to block content. In all cases, a human reviews any appeals.

If we determine that content violates our Terms of Service, including our Acceptable Use Policy, or our Community Standards, we may take action such as to remove content, to revoke or limit access to features, and/or to suspend or block account access. This support article provides more information regarding account enforcement: https://support.strava.com/hc/en-us/articles/6800107652365-Understanding-Account-Enforcement.

Appeals

When we remove content, suspend an account, restrict access to features, or take any other action against a user's content or account, we notify the account owner using the email address on file. These notices offer the opportunity for users to appeal these decisions by getting in touch with human reviewers who can read and evaluate their appeals.

If the user wishes to appeal an enforcement decision against their content or account, they can contact us via https://support.strava.com to provide information explaining why they believe the enforcement action was taken in error. When submitting an appeal, users should tell us the reason they are appealing the decision, including any context or background information that could help us understand their case. They may submit screenshots or any additional content they believe will be helpful to our reviewers to consider.

Once an appeal is received, a human will review the original decision against our policies and guidelines to determine whether the determination of a violation and/or the enforcement action taken were warranted. Such decisions typically include granting the appeal, requesting more information, or denying the appeal.



We will communicate our decision by responding to the email we received from the appealing user. For more information about our appeals process, you can read our help article here:

https://support.strava.com/hc/en-us/articles/6800107652365-Understanding-Account-Enforcement.

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