

StriveSumma Terms of Service

Effective Date: March 23, 2026

Last Updated: March 23, 2026

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "you", or "your") and Sheepdog Design Studio LLC ("StriveSumma", "we", "us", or "our") governing your access to and use of the StriveSumma platform, including our website, mobile applications, and related services (collectively, the "Service").

By creating an account, accessing, or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

1. Definitions

Account: Your registered user profile on the StriveSumma platform.

Athlete: An individual user who logs workouts, tracks biometric data, and follows training programs.

Coach: A user with elevated permissions who manages athlete rosters, creates programs, and monitors athlete progress.

Administrator: An organization-level user with authority to manage coaches, athletes, and compliance settings within an educational institution.

Biometric Data: Health and wellness metrics collected from Garmin Connect or manually entered, including but not limited to resting heart rate, heart rate variability, sleep duration and quality, body battery, stress levels, and body weight.

Genetic Data: Information about your ACTN3 and FTO genotype markers used to personalize training recommendations.

Organization: A school, university, athletic department, or other institutional entity using StriveSumma under an institutional subscription.

Content: Any data, text, information, programs, workout logs, genetic profiles, or other materials uploaded, created, or stored through the Service.

2. Eligibility and Account Registration

2.1 Age Requirements

You must be at least 13 years of age to create an account and use the Service. Users between the ages of 13 and 18 must have parental or guardian consent to use the Service. Organizations serving athletes under 13 must implement appropriate parental consent workflows and comply with the Children's Online Privacy Protection Act (COPPA).

2.2 Account Creation

To access certain features, you must register for an account by providing accurate, current, and complete information. You agree to maintain and promptly update your account information to keep it accurate and complete.

2.3 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security.

2.4 Coach Codes

Coaches receive unique six-character codes that allow athletes to join their roster. Athletes who join a coach's roster grant that coach access to their workout data, biometric information, genetic profiles, and progress metrics. Athletes may revoke coach access at any time through account settings.

3. Subscription Plans and Billing

3.1 Subscription Tiers

StriveSumma offers the following subscription plans:

- **Free Tier:** Basic workout logging and exercise library browsing
- **Solo Athlete (\$10/month):** Full workout logging, Garmin synchronization, genetic profile management, and AI-powered training plan generation
- **Coach Plan (\$30/month + \$5/athlete/month):** All Solo Athlete features plus athlete roster management, program builder, coach codes, and biometric alert monitoring
- **School/University (Custom pricing):** Unlimited coaches and athletes, FERPA-compliant data handling, custom onboarding, and dedicated support

3.2 Billing and Payment

All subscription payments are processed through Stripe. By subscribing to a paid plan, you authorize us to charge your designated payment method on a recurring monthly basis until you cancel your subscription. You are responsible for providing accurate and current payment information.

3.3 Automatic Renewal

Your subscription will automatically renew at the end of each billing period unless you cancel before the renewal date. We will charge your payment method on file at the then-current subscription rate.

3.4 Cancellation and Refunds

You may cancel your subscription at any time through your account settings or the Stripe Customer Portal. Cancellations take effect at the end of the current billing period. We do not provide refunds for partial billing periods or unused portions of subscriptions.

3.5 Changes to Pricing

We reserve the right to modify subscription pricing with at least 30 days' notice. Price changes will apply to subsequent billing periods following the notice period. Continued use of the Service after price changes constitutes acceptance of the new pricing.

3.6 Athletes Under Coach Plans

Athletes who join a coach's roster through a coach code receive full platform access at no additional cost to themselves, provided the coach maintains an active Coach Plan subscription. If the coach cancels their subscription or removes the athlete from their roster, the athlete's access will revert to the Free Tier unless they maintain their own Solo Athlete subscription.

4. Use of the Service

4.1 Permitted Use

You may use the Service only for lawful purposes and in accordance with these Terms. You agree to use the Service solely for personal athletic training, coaching, or educational purposes consistent with your account type.

4.2 Prohibited Conduct

You agree not to:

- Violate any applicable local, state, national, or international law or regulation
- Infringe upon or violate our intellectual property rights or the intellectual property rights of others
- Upload, transmit, or distribute any harmful code, viruses, malware, or other malicious software
- Attempt to gain unauthorized access to any portion of the Service, other users' accounts, or connected systems
- Interfere with or disrupt the integrity or performance of the Service
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Service
- Use the Service to harass, abuse, threaten, or intimidate any person
- Collect or harvest personal information about other users without their consent
- Use automated systems (bots, scrapers, crawlers) to access the Service without our written permission
- Resell, redistribute, or sublicense access to the Service without our written permission

- Create derivative works based on the Service or use the Service for competitive purposes
- Remove, alter, or obscure any proprietary notices or labels on the Service

4.3 Third-Party Integrations

The Service integrates with third-party platforms, including Garmin Connect and Perplexity AI. Your use of these integrations is subject to the respective third parties' terms of service and privacy policies. We are not responsible for the availability, accuracy, or reliability of third-party services.

4.4 User-Generated Content

You retain ownership of all Content you create, upload, or submit through the Service. By submitting Content, you grant us a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, modify, adapt, publish, and display such Content solely for the purpose of providing and improving the Service.

You represent and warrant that you have all necessary rights to grant the above license and that your Content does not violate any third-party rights or applicable laws.

5. AI-Generated Training Plans

5.1 AI Technology

StriveSumma uses the Perplexity Sonar API to generate personalized training plans based on your genetic profile, physical limitations, training history, competition schedule, and goals.

5.2 No Medical Advice

AI-generated training plans, biometric alerts, and exercise recommendations are for informational and educational purposes only. They do not constitute medical advice, diagnosis, or treatment. Always consult with qualified healthcare professionals, athletic trainers, or certified coaches before beginning any exercise program or making changes based on biometric data.

5.3 User Responsibility

You acknowledge that:

- AI-generated plans are based on algorithms and may not account for all individual circumstances
- You are solely responsible for evaluating the appropriateness and safety of any training plan or exercise recommendation
- You assume all risks associated with following AI-generated training plans
- We do not guarantee specific performance outcomes, injury prevention, or health improvements

5.4 Limitation Filters

While the Service includes limitation-aware exercise filtering based on your declared physical limitations, you are responsible for accurately reporting all limitations and for discontinuing any exercise that causes pain, discomfort, or appears unsafe.

6. Genetic Data and Biometric Information

6.1 Genetic Information

StriveSumma allows you to voluntarily input genetic marker information (ACTN3 and FTO genotypes) to personalize training recommendations. This information:

- Is entirely optional and not required for core functionality
- Must be obtained through third-party genetic testing services
- Is stored with encryption at rest using PostgreSQL pgcrypto
- Is used solely to customize training programming
- Will never be sold, shared with third parties for marketing purposes, or used for research without your explicit consent

6.2 Garmin Connect Integration

By connecting your Garmin account, you authorize StriveSumma to:

- Access and sync health metrics including resting heart rate, HRV, sleep data, body battery, stress levels, and body weight
- Store this data with encryption at rest (Fernet AES-128-CBC)
- Use this data to generate biometric alerts and training recommendations
- Display this data to coaches if you are on a coach's roster

You may disconnect your Garmin account at any time through account settings. Disconnection stops future data synchronization but does not delete previously synced data unless you request deletion.

6.3 Biometric Alerts

The biometric alert system monitors deviations from your 14-day baseline averages and provides suggested training modifications. These alerts are automated recommendations and should not replace professional medical or coaching judgment.

7. Educational Institutions and FERPA Compliance

7.1 FERPA Obligations

When StriveSumma is used by schools or universities receiving federal funding, student-athlete data may constitute education records protected under the Family Educational Rights and Privacy Act (FERPA). We act as a "school official" under the school official exception when processing such data.

7.2 Data Processing Agreement

Educational institutions must execute a Data Processing Agreement (DPA) with Sheepdog Design Studio LLC that specifies:

- The scope and purpose of data access
- Permitted uses of student data
- Data security requirements
- Data retention and deletion timelines
- Prohibition on re-disclosure without institutional consent
- Breach notification procedures (24-48 hours)
- Audit rights and compliance verification

7.3 Student Data Protection

For educational accounts, we implement:

- Row-level data isolation ensuring coaches access only assigned athletes
- Organization boundaries preventing cross-institution data access
- Comprehensive audit logging of all data access events
- Role-based access controls (Administrator, Coach, Athlete)
- Encryption at rest (PostgreSQL pgcrypto) and in transit (TLS 1.2)
- Annual security assessments and vulnerability testing

7.4 Student Rights

Students (or parents/guardians for students under 18) have the right to:

- Access their data within 45 days of request
- Request correction of inaccurate data
- Request deletion of data when no longer required for educational purposes
- Receive notice of data breaches affecting their records

7.5 Subprocessors

StriveSumma uses the following subprocessors, none of which receive personally identifiable student information:

- **Stripe:** Payment processing for institutional billing (no student PII transmitted)

- **Perplexity AI:** Training plan generation using anonymized genetic markers and training parameters (no student names, emails, or identifiable information transmitted)
- **Vultr:** Infrastructure hosting with dedicated VPS and encrypted data storage

8. Data Retention and Deletion

8.1 Retention Period

We retain your account data, including workout logs, biometric information, genetic profiles, and training plans, for as long as your account remains active and for a reasonable period thereafter to comply with legal obligations and resolve disputes.

8.2 Account Deletion

You may request deletion of your account and associated data at any time through account settings or by contacting support. Upon deletion:

- All personal data, workout logs, biometric data, and genetic information will be permanently deleted within 30 days
- Anonymized aggregate data may be retained for statistical analysis
- Audit logs required for compliance purposes may be retained as required by law
- Billing records may be retained for tax and accounting purposes as required by law

8.3 Educational Data Deletion

For student-athlete accounts under educational institutions, data will be deleted:

- Upon student graduation or departure from the institution, subject to the institution's retention policy
- Upon termination of the institutional contract, within 30 days
- Upon parental or student request, within 45 days

9. Intellectual Property

9.1 Our Intellectual Property

The Service, including its design, functionality, software code, exercise library, user interface, logos, trademarks, and all related intellectual property, is owned by Sheepdog Design Studio LLC and is protected by copyright, trademark, and other intellectual property laws.

9.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal or institutional purposes in accordance with these Terms. This license does not include any right to:

- Reproduce, duplicate, copy, or resell any portion of the Service
- Modify, create derivative works, or reverse engineer the Service
- Extract or compile data from the Service through automated means

9.3 Exercise Library

The exercise library, including exercise descriptions, demonstration videos (if applicable), and categorizations, is proprietary Content owned by StriveSumma. Custom exercises added by coaches remain the intellectual property of the creating coach but are licensed to StriveSumma for platform operation.

9.4 Feedback

If you provide us with feedback, suggestions, or ideas regarding the Service, you grant us an unrestricted, perpetual, irrevocable, royalty-free license to use, modify, and incorporate such feedback without compensation or attribution.

10. Privacy and Data Security

10.1 Privacy Policy

Our collection, use, and disclosure of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the Service, you consent to the practices described in the Privacy Policy.

10.2 Security Measures

We implement industry-standard security measures to protect your data, including:

- TLS 1.2 encryption for all data in transit
- PostgreSQL pgcrypto encryption for data at rest
- Fernet AES-128-CBC encryption for sensitive credentials
- Firewall protection (UFW), intrusion detection (fail2ban), and SSH key-only authentication
- Regular security assessments and vulnerability testing
- Comprehensive audit logging

10.3 No Absolute Security

While we employ robust security measures, no system is completely secure. You acknowledge that you provide information at your own risk and that we cannot guarantee absolute security.

11. Disclaimers and Limitation of Liability

11.1 Service "As Is"

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

WE DO NOT WARRANT THAT:

- The Service will be uninterrupted, secure, or error-free
- Defects will be corrected
- The Service or servers are free of viruses or harmful components
- Results obtained from the Service will be accurate or reliable
- AI-generated training plans will meet your expectations or produce specific outcomes

11.2 Health and Fitness Disclaimer

EXERCISE AND ATHLETIC TRAINING INVOLVE INHERENT RISKS OF INJURY. YOU ASSUME ALL RISKS ASSOCIATED WITH USING THE SERVICE AND FOLLOWING TRAINING PLANS, BIOMETRIC RECOMMENDATIONS, OR EXERCISE GUIDANCE PROVIDED THROUGH THE SERVICE.

CONSULT A PHYSICIAN BEFORE BEGINNING ANY EXERCISE PROGRAM. IF YOU EXPERIENCE PAIN, DIZZINESS, OR DISCOMFORT, DISCONTINUE EXERCISE IMMEDIATELY AND SEEK MEDICAL ATTENTION.

11.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHEEPDOG DESIGN STUDIO LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES
- DAMAGES RESULTING FROM UNAUTHORIZED ACCESS, ALTERATION, OR DELETION OF DATA
- INJURIES, DISABILITIES, OR DEATH RESULTING FROM USE OF THE SERVICE OR FOLLOWING TRAINING RECOMMENDATIONS
- ERRORS OR INACCURACIES IN AI-GENERATED TRAINING PLANS OR BIOMETRIC ALERTS
- SERVICE INTERRUPTIONS, THIRD-PARTY INTEGRATION FAILURES, OR DATA LOSS

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. Indemnification

You agree to indemnify, defend, and hold harmless Sheepdog Design Studio LLC, its officers, directors, employees, agents, affiliates, and partners from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the Service
- Your violation of these Terms
- Your violation of any rights of another party, including intellectual property rights
- Injuries or damages resulting from following training plans or exercise recommendations
- Content you submit, post, or transmit through the Service
- Your breach of any representation or warranty contained herein

13. Termination

13.1 Termination by You

You may terminate your account at any time by canceling your subscription through account settings or the Stripe Customer Portal and requesting account deletion.

13.2 Termination by Us

We reserve the right to suspend or terminate your account and access to the Service, with or without notice, for:

- Violation of these Terms
- Fraudulent, abusive, or illegal activity
- Non-payment of subscription fees
- Inactivity for an extended period
- Any reason at our sole discretion

13.3 Effect of Termination

Upon termination:

- Your right to access and use the Service immediately ceases
- We may delete your account data subject to applicable retention requirements
- Provisions that by their nature should survive (intellectual property, disclaimers, limitation of liability, indemnification) remain in effect

- Outstanding payment obligations remain due

14. Modifications to Terms

We reserve the right to modify these Terms at any time. We will provide notice of material changes by:

- Posting the updated Terms with a new "Last Updated" date
- Sending email notification to your registered email address
- Displaying a prominent notice on the Service

Your continued use of the Service after the effective date of revised Terms constitutes acceptance of the changes. If you do not agree to the modified Terms, you must discontinue use of the Service and cancel your account.

15. Dispute Resolution

15.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, United States, without regard to its conflict of law provisions.

15.2 Informal Resolution

Before initiating formal dispute resolution, you agree to contact us at legal@strivesumma.com to attempt informal resolution of any dispute, claim, or controversy.

15.3 Arbitration Agreement

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service that cannot be resolved informally shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

The arbitration shall be conducted in Bay Village, Ohio, or remotely via videoconference. Each party shall bear its own costs and attorneys' fees unless the arbitrator determines otherwise. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

15.4 Class Action Waiver

YOU AGREE TO RESOLVE DISPUTES WITH US ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

15.5 Exceptions

Either party may seek injunctive or equitable relief in court to protect intellectual property rights or prevent unauthorized access to the Service.

16. General Provisions

16.1 Entire Agreement

These Terms, together with our Privacy Policy and any Data Processing Agreement executed with educational institutions, constitute the entire agreement between you and StriveSumma regarding the Service and supersede all prior agreements and understandings.

16.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

16.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative.

16.4 Assignment

You may not assign or transfer these Terms or your account without our prior written consent. We may assign these Terms or delegate our obligations without restriction. Any attempted assignment in violation of this section is void.

16.5 Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, or internet service failures.

16.6 Notices

All notices to you may be delivered via email to your registered email address or by posting to the Service. Notices to us should be sent to:

Sheepdog Design Studio LLC
Bay Village, Ohio, United States
Email: legal@strivesumma.com

16.7 Relationship of Parties

Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and StriveSumma. You have no authority to bind StriveSumma or make commitments on our behalf.

16.8 Export Compliance

You agree to comply with all applicable export and re-export control laws and regulations, including the U.S. Export Administration Regulations. You represent that you are not located in a country subject to U.S. embargo or designated as a "terrorist supporting" country.

17. Contact Information

For questions about these Terms or the Service, please contact:

Sheepdog Design Studio LLC

Email: support@strivesumma.com

Legal inquiries: legal@strivesumma.com



