

Sundial™ Mobile Application Terms of Service

Last Updated August 23, 2021

For California Residents:

We value your privacy. We may collect personal information from you such as identifying information (name, address, phone number), transactional information (products or services purchased and payment history), digital network activity (interactions with our website, IP address), audio recordings, geo-location data, and other forms of personal information. We use this information for business, marketing and commercial purposes, including but not limited to, providing the products and services you request, protecting against fraud, maintaining security, and confirming your identity.

For California residents, click [here](#) to view the full version of the California Consumer Privacy Notice.

THIS PRODUCT IS NOT INTENDED FOR USE IN AN EMERGENCY AND CANNOT BE USED TO CONTACT EMERGENCY SERVICES. IF YOU HAVE AN EMERGENCY, DIAL 9-1-1.

THIS PRODUCT WILL NOTIFY THE CARE CIRCLE ANYTIME THE SUPPORTED ADULT INTERACTS WITH THE SUNDIAL SKILL FOR AMAZON ALEXA, AND WILL DESCRIBE THE NATURE OF THE INTERACTION WITH THE SKILL. IF THE SUPPORTED ADULT DOES NOT WANT THESE “PASSIVE” UPDATES SENT TO THE CARE CIRCLE, YOU SHOULD NOT USE THE SUNDIAL SKILL.

THE SUNDIAL SERVICES ARE INTENDED TO HELP THE SUPPORTED ADULT AND THE CARE CIRCLE INTERACT. THE SUNDIAL SERVICES SHOULD NOT BE USED FOR STORING YOUR PERSONAL INFORMATION. ANY INFORMATION SHARED THROUGH THE SUNDIAL SERVICES WILL BE INTERPRETED AS BELONGING TO THE SUPPORTED ADULT.

BY USING THE SUNDIAL SERVICES, OR BY GRANTING PERMISSION ON YOUR MOBILE DEVICE, YOU ARE CONSENTING TO SHARE INFORMATION WITH YOUR CARE CIRCLE, AS DESCRIBED IN THESE TERMS, AND ARE FURTHER CONSENTING TO ACCESS TO AND USE OF YOUR INFORMATION BY YOUR CARE CIRCLE. CONSENT TO SHARE AND ALLOW ACCESS TO AND USE OF YOUR INFORMATION DOES NOT OPERATE AS OR OVERRIDE ANY EXISTING STATUTORY POWER ATTORNEY.

I. Introduction to Sundial

Sundial is a digital solution provided to you by Sundial Labs, LLC (“Sundial Labs”), a wholly owned subsidiary of State Farm Mutual Automobile Insurance Company (“SFMAIC”).

Sundial uses the Sundial mobile application (“Sundial Application”) and optional Sundial Skill for Amazon Alexa (“Sundial Skill for Alexa”) (together, the “Sundial Services”) to help you

stay connected, interact, and share information with an aging loved one (Supported Adult), and the other important people in the Supported Adult’s life (“Care Circle”).

You may discontinue your use of the Sundial product at any time by removing the Sundial application from your device. Sundial may archive your user information and all related usage data, in accordance with our Privacy Policy, at any time.

These Terms grant you a revocable, nontransferable, nonexclusive license to use the object code version of the Application on any Android or iOS mobile device you own or control, as permitted by the Apple Media Services Terms and Conditions and the Volume Content Terms, or the Google Play Terms of Service.

II. Sundial Terms of Service

These Terms of Service (“Terms”) govern your access to and use of the Sundial Services, and are a binding agreement between you and Sundial Labs. You should carefully read these Terms to make sure you understand them. You acknowledge and agree that, by accessing or using the Sundial Services, you are indicating that you have read, understand, and agree to be bound by these Terms. If you do not agree to these Terms, you do not have any right to access or use the Sundial Services.

In addition to the Sundial Application, you can use the Sundial Services through the Amazon Echo and Sundial Skill for Alexa; by accepting and agreeing to these Terms, you acknowledge and agree that you have reviewed, understood, and agreed to the Amazon Device Terms of Use (“Amazon Device Terms”).

III. Capacity and Consent

A. Care Circle Member

As a Care Circle member, you may not use the Sundial Services unless the Supported Adult has the capacity to read, understand, and agree to the terms of service provided for his or her review upon activation of the Sundial Skill for Alexa on the Amazon Echo or within the Sundial mobile application (“Supported Adult Terms”). By accepting these Terms and using the Sundial Services, you are attesting that the Supported Adult has read, understood, and agreed to the Supported Adult Terms, and that the Supported Adult is not the ward of a court-ordered guardianship, and has not been otherwise declared to lack mental capacity to enter into a contract by a court or physician.

You agree that by using the Sundial Services, the Supported Adult has authorized you to view, access, and otherwise use the information shared through the Sundial Services, as

more particularly described in these Terms, below. Under no circumstances shall consent to these Terms operate as a grant of a statutory power of attorney.

The Supported Adult may at any time revoke his or her consent to your access to and use of his or her information via the Sundial Services by deleting you from the Care Circle.

B. Supported Adult

As the Supported Adult, you may not use the Sundial Services unless you have capacity to read, understand, and agree to these Terms. By accepting these Terms and using the Sundial Services, you are attesting that you have capacity to read, understand, and agree to these Terms, and that you are not the ward of a court-ordered guardianship, and have not been otherwise declared to lack mental capacity to enter into a contract by a court or physician.

You may revoke your consent at any time by deleting members from your Care Circle using the Sundial Skill for Alexa, the Sundial Mobile application, or by contacting Sundial Labs at 1-833-255-0228.

IV. Account Registration

In order to access and use the Sundial Services, you must register to create an account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Sundial Labs reserves the right to suspend or terminate your account if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. As part of the registration process, you will be asked to create a password. You are responsible for remembering and safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions taken through your account, whether or not you have authorized such activities or actions. If you become aware of any unauthorized use of your account, you agree to immediately notify Sundial Labs at 1-833-255-0228.

V. Eligibility

The Sundial Services are intended solely for persons who reside in the United States. You may not use the Sundial Services if you are not a resident of the United States.

You may not use the Sundial Services unless you are age 18 or older. Any access to or use of the Sundial Services by anyone under the age of 18 is expressly prohibited. By accessing or using the Sundial Services, you represent that you are at least 18 years old.

VI. Care Circle Connection to the Supported Adult

As part of your use of the Sundial Services, the Supported Adult and members of the Care Circle will connect to, share, and receive information using the Sundial Services. If you want to add an additional member to the Care Circle, you may do so using the Sundial Application;

however, any added member will not have access to the Care Circle until the Supported Adult approves his or her access. The Supported Adult may consent to add an unlimited number of individuals to the Care Circle and may delete any member of the Care Circle at any time. No one may add members to or delete members from the Care Circle without prior consent from the Supported Adult. The Care Circle should be limited to those people with whom the Supported Adult wants to share his or her information. If you want to be removed from the Care Circle, you must request that the Supported Adult delete you from the Care Circle or call Sundial Labs at 1-833-255-0228.

Any information you put into the Sundial Application or share with the Supported Adult or Care Circle through the Sundial Services, or through permission you grant on your mobile device, will be stored and available to the Supported Adult and each Care Circle member in Sundial Application. Sundial Labs does not monitor the information you share with the Supported Adult and other members of the Care Circle. You are solely responsible for any and all information you share with the Supported Adult and other members of the Care Circle. You should not share any information unless you are comfortable with and consent to the Supported Adult and all members of the Care Circle receiving and having access to that information.

You should never share any sensitive personal information, including but not limited to medical and financial information, using the Sundial Services, and should not share any updates unless you want all members of the Care Circle to receive the updates.

As a Care Circle member, you agree that you will not allow any person not approved by the Supported Adult to access, view, or otherwise obtain the Supported Adult's information.

Sundial Labs will not be liable for any information you receive from or share with the Supported Adult and Care Circle using the Sundial Services, or through permission you grant on your mobile device, or any harm or injury resulting from the receiving or sharing the information. Sundial Labs shall not be responsible or liable for any incidental, special, exemplary, or consequential damages arising from your use of the Sundial Services, or from the use of any information you share with your Care Circle. Sundial Labs does not view or monitor the content of photographs shared using the Sundial Services, and is not responsible for photographs shared using the Sundial Services. You agree that Sundial Labs will not be liable for any injury or damages arising from photographs shared using the Sundial Services, including but not limited to copyright infringement.

VII. No Medical Advice

IF YOU ARE HAVING A MEDICAL EMERGENCY, DIAL 911 IMMEDIATELY

Sundial Labs does not provide any medical or pharmaceutical advice. Sundial Labs is not a health care provider. The Sundial Services do not provide medical or pharmaceutical information or replace the advice of a healthcare professional. The Sundial Services are not intended to act as a substitute for heightened levels of care offered by nursing homes and assisted living facilities.

VIII. Use of the Sundial Skill for Alexa

The Supported Adult may choose to use the Sundial Services through the Sundial Skill for Alexa available on the Amazon Echo. Any and all interactions you have with the Sundial Skill for Alexa by using the Sundial Application are through Amazon. These interactions may be recorded by Amazon and used in accordance with the Amazon Device Terms.

By using the Sundial Application to interact with the Sundial Skill for Alexa, you are authorizing Sundial Labs to collect, use, and store information related to your use of the Sundial Application and its interaction with the Sundial Skill for Alexa. Information collected by Sundial Labs is subject to the terms set forth in the Privacy section, below.

You understand that your use of the Sundial Application to connect with the Sundial Skill for Alexa is voluntary and that using the Sundial Application to connect with the Sundial Skill for Alexa, you are representing that you have authority and capacity to use the Sundial Application to connect with the Sundial Skill for Alexa in accordance with these Terms. You are solely responsible for using the Sundial Application to interact and communicate with the Sundial Skill for Alexa. You may discontinue using the Sundial Application to connect to the Sundial Skill for Alexa at any time, and acknowledge that if you choose to do so, your ability to use the Sundial Services and share information with and receive information from the Supported Adult may be limited or unavailable.

You agree and acknowledge that:

- Sundial Labs is not responsible for any errors caused by inaccurate information captured by the Amazon Echo during an interaction between the Sundial Skill for Alexa and Sundial Application;
- Information you share with the Sundial Skill for Alexa using the Sundial Application will be transferred through Amazon and any request you make using the Sundial Skill for Alexa will be shared with Amazon;
- Sundial Labs makes no warranties regarding the use or operation of the Sundial Skill for Alexa in connection with the Sundial Application, including, but not limited to, any warranty interactions between the Sundial Application and the Sundial Skill for Alexa will be error free or uninterrupted
- Sundial Labs shall not be liable to you for any direct, indirect, consequential, incidental, or special damages (including, without limitation, loss or destruction of data) arising out of using the Sundial Application to connect with the Skill, regardless of the theory of liability.

IX. Privacy

In addition to information you intentionally and voluntarily submit to Sundial in connection with your use of the Application and its features, by using the Application you acknowledge that Sundial may collect the following categories of information from you:

- Name

- Email address
- Phone number
- Physical address
- Coarse location
- Photos or videos
- Audio data
- Other user data such as list items, calendar entries, and plain text associated with memories
- User ID
- Device ID
- Crash data
- Other data types including but not limited to check-in data, survey responses, product setting, time zone

The information collected by Sundial may vary based on how you use the services within the Sundial Application.

By accessing and using the Sundial Services, or through permission you grant on your mobile device, and by choosing to use Sundial Services, you consent to the collection, transfer, processing, storage, disclosure, and other use of your information described in the Sundial privacy policy, available at www.Sundial-Labs.com/privacy/policy.

X. Modification

Sundial Labs reserves the right to modify, discontinue, or terminate availability of the Sundial Services, or modify the Terms, at any time and without prior notice. You will be notified each time Sundial Labs modifies the Terms and will be required to review and agree to the modified Terms in order to continue using the Sundial Services.

XI. Ownership and License

The Sundial Application and Sundial Skill for Alexa, along with any other content provided by Sundial Labs through the same, including trademarks, trade dress and copyrightable text (collectively,

“Sundial Labs Content”), are protected by copyright, trademark, and other laws of the United States and foreign countries and are the proprietary designations of Sundial Labs. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties. You acknowledge and agree that the Sundial Application, Sundial Skill for Alexa, and Sundial Labs Content, including all associated intellectual property rights, are the exclusive property of Sundial Labs. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Sundial Application, Sundial Skill for Alexa, or Sundial Labs Content.

Subject to your compliances with these Terms, Sundial Labs grants you a limited, non-exclusive, non-transferable license to use the Sundial Skill for Alexa, and to view, download, and print any Sundial Labs Content solely for your personal and non-commercial purposes. You may not use, copy, adapt, modify, prepare derivative worked based upon, distribute, download, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Sundial Services or Sundial Labs Content, except as expressly permitted by these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Sundial Labs or its licensors, except for the licenses and rights expressly granted in these Terms. Any misuse of the Sundial Services or Sundial Labs Content available via the same may be prosecuted by Sundial Labs to the fullest extent permitted by law.

XII. Feedback

You may submit feedback regarding the Sundial Services by emailing [Sundial Labs](#). You acknowledge and agree that any feedback you submit may be used by Sundial Labs for any purpose related to provision of the Sundial Services.

XIII. General Prohibitions

You agree not to do any of the following:

- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Collect or store any information from users of Sundial Services without their express permission;
- Post, upload, publish, submit, share, or transmit any information that: (i) infringes, misappropriates, or violates a third party's privacy or any rights of publicity, or any patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar, or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- Attempt to probe, scan, or test the vulnerability of any Sundial Labs system or network or compromise any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Sundial Labs or any of Sundial Labs' providers or any other third party (including another user) to protect the Services, Sundial Labs Content, personal information of you or any other user of the Sundial Services, or Account Content;
- Use the Sundial Services to send any unsolicited or unauthorized advertising, promotional materials, or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Sundial Labs trademark, logo URL, or product name without Sundial Labs' express written consent;

- Use the Sundial Services, Sundial Labs Content, information of any user of the Sundial Services for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Sundial Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Sundial Services; or
- Encourage or enable any other individual to do any of the foregoing.

Sundial Labs will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Sundial Labs may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

You acknowledge that Sundial Labs has no obligation to monitor your access to or use of the Sundial Services or to review or edit any of your information, but has the right to do so for the purpose of operating and providing the Sundial Services, to ensure your compliance with these Terms, and to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Sundial Labs reserves the right, at any time and without prior notice, to remove or disable access to any Account Content that Sundial Labs, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Sundial Services.

XIV. Termination

If you violate these Terms, Sundial Labs has the right to suspend or disable your access to the Sundial Services, at its sole discretion and without prior notice to you. Sundial Labs reserves the right to revoke your access to and use of the Sundial Services at any time, with or without cause. You may discontinue use of the Sundial Services at any time.

XIV. Disclaimers

THE SUNDIAL APPLICATION AND ANY CONTENT WITHIN THE SUNDIAL SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SUNDIAL LABS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SUNDIAL LABS MAKES NO WARRANTY THAT THE SUNDIAL SERVICES OR SUNDIAL LABS CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SUNDIAL LABS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR SUNDIAL LABS CONTENT AVAILABLE FROM OR OBTAINED THROUGH THE SUNDIAL SERVICES OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY SUNDIAL LABS CONTENT OR OTHER INFORMATION OBTAINED OR

SHARED THROUGH THE SUNDIAL SERVICES. SUNDIAL LABS HAS NO RESPONSIBILITY OR LIABILITY FOR THE TRUTHFULNESS OR ACCURACY OF ANY INFORMATION YOU OR YOUR CARE CIRCLE PROVIDES OR SHARES USING THE SUNDIAL SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SUNDIAL LABS OR THROUGH THE SUNDIAL SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

XV. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUNDIAL LABS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR ACCESS TO OR USE OF THE SUNDIAL SERVICES, ANY SUNDIAL LABS CONTENT OR ANY OTHER INFORMATION SHARED OR OBTAINED THROUGH THE SUNDIAL SERVICES, (II) ANY USE OF THE SUNDIAL SERVICES FOR ANY UNLAWFUL OR INAPPROPRIATE CONDUCT, OR (III) ANY ACT OR OMISSION BY YOU THAT CONSTITUTES AN ACTUAL OR ALLEGED VIOLATION OF THESE TERMS.

XVI. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SUNDIAL SERVICES REMAINS WITH YOU. NEITHER SUNDIAL LABS NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APPLICATION WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SUNDIAL SERVICES OR THE INABILITY TO USE OR ACCESS ANY SPECIFIC INFORMATION USING THE SUNDIAL SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUNDIAL LABS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL SUNDIAL LABS'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SUNDIAL SERVICES EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100).

XVII. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Illinois without regard to its conflict of laws and provisions. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights, will be the state and federal courts located in the Central District of Illinois and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

XVIII. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Sundial Labs and you regarding the Sundial Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Sundial Labs and you regarding the Sundial Services.

XIX. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Sundial Labs' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Sundial Labs may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

XX. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Sundial Labs: (i) via email (in each case to the address that you provide); or (ii) by posting in the Sundial Application or sending you notification via the Sundial Skill for Alexa. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

XXI. Miscellaneous

The failure of Sundial Labs to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Sundial Labs. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

XXII. Contacting Sundial Labs

If you have any questions about these Terms, please contact Sundial Labs at 1-833-255-0228.

XXIII. Terms for Apple Users.

Apple and its subsidiaries are third party beneficiaries of this Agreement, and as such Apple will have the right to enforce this Agreement against you. Apple is not responsible for the Application, including any maintenance or support of the Application. Apple has absolutely no warranty obligations with respect to this Application. Apple is not responsible for any third party claims against you relating to the Application including but not limited to:

- Product liability claims;
- Claims that the Application fails to meet applicable legal or regulatory requirements;
- Claims arising under consumer protection or similar laws; or
- Intellectual property infringement.

Apple bears no responsibility for the investigation, defense, settlement or discharge of any such claims.