

## PELOTON TERMS OF SERVICE

Last Updated: 11 August, 2022

PLEASE READ THIS LEGAL DOCUMENT CAREFULLY. Peloton Interactive, Inc. (formerly Peloton Interactive, LLC) (together with our affiliates, “Peloton”, “we”, or “us”) provides an online fitness community and related products, services, content and features through Peloton websites, such as those for our studio, support, boutique, and local country pages (the “Peloton Site(s)”), the interfaces on tablets connected to Peloton fitness equipment (such as the Peloton Bike and Tread), Peloton’s fitness studios, and through mobile, desktop, or device applications (including iOS and Android applications (“Apps”)) and Peloton-controlled social media pages (including on Facebook, Instagram, Spotify and Twitter). To make these Terms easier to read, the Peloton Sites and Apps, along with the Peloton tablet and studio interfaces and Peloton-controlled social media pages are collectively called the “Peloton Service” or “the Services”. By registering as a member or by visiting, browsing, or using the Peloton Service in any way and have your usual residence in the United Kingdom, you (as a “user”) accept and agree to be bound by these UK Terms of Service (“Terms”), which forms a binding agreement between you and Peloton.

If you do not wish to be bound by these Terms, you may not access or use the Peloton Service. Certain elements of the Peloton Service may be subject to additional terms and conditions specified from time to time; your use of those elements of the Peloton Service is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

### 1. Who May Use the Peloton Service

**Membership Holder Age Requirement.** You must be at least 18 years old, or the age of legal majority in your jurisdiction of residence, to purchase a Peloton membership subscription and become a Membership Holder (as defined in the Membership Terms).

**Member Age Requirement.** You must be at least 13 years old to become a Member (as defined in the Membership Terms). If you are a parent or legal guardian of a Member under the age of 18 years old, you are subject to these Terms and responsible for that Member’s activity on the Peloton Service by allowing them to use the Peloton Service.

### Peloton Equipment Use Age Requirements.

Peloton Bike and Peloton Bike+: Individuals 14 years of age and older who meet Bike user criteria may use the Bike and Bike+.

Peloton Tread: Individuals 16 years of age and older who meet Tread user criteria may use the Tread.

Peloton Guide: Individuals 16 years of age and older may use the Guide.

All individuals must abide by all safety precautions and instructions in the applicable Product user manual. All individuals under 18 years of age must have permission to participate from a parent or legal guardian who will provide supervision.

We may, in our sole discretion, refuse to offer the Peloton Service to any person or entity and change the eligibility criteria at any time. Further, the Peloton Service is offered only for your personal, non-commercial use, and not for the use or benefit of any third party.

## 2. License to Use the Peloton Service

**License.** Subject to your compliance with these Terms and solely for so long as you are permitted by us to access and use the Peloton Service, Peloton grants you a limited, non-transferable, non-exclusive, revocable right and license to access and use the Peloton Service for your own personal, non-commercial purposes, a right which may not be assigned or sublicensed to anyone. This license includes the right to view Content (defined below) available on the Peloton Service and the right to download one copy of the application to any single device for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. This license grant is subject to you agreeing to and abiding by the [Peloton Intellectual Property and DMCA Policy](#), which forms a part of these Terms. This license will remain in effect unless and until you violate these Terms or this license is terminated by you or Peloton.

**Restrictions.** Except as expressly permitted in writing by an authorized representative of Peloton, you will not reproduce, redistribute, sell, transfer, create derivative works from, decompile, reverse engineer, or disassemble the Peloton Service, nor will you take any measures to interfere with or damage the Peloton Service. Unless otherwise specified, copying or modifying any Content or using Content for any purpose other than your personal, non-commercial use of the Peloton Service, including use of any such Content on any other website or networked computer environment, is strictly prohibited. All rights not expressly granted by Peloton in these Terms are reserved.

## 3. Privacy

Please review the Privacy Policy to learn about:

- What information we may collect about you;
- What we use that information for; and
- With whom we share that information.

## 4. Membership Requirements Registration

To enjoy full access to the Peloton Service, you must register as a member of the Peloton Service and enter into a subscription agreement for access to our live and on-demand classes, Content and features (a “Subscription”). Your Subscription is also governed by the [Membership Terms](#). You must provide complete and accurate registration information to Peloton, complete the Subscription process, and notify us if any of your information changes. If you fail to keep your account information up to date, we may have to suspend or terminate your Subscription.

**In-Studio Classes and Membership.** Participation in our in-studio live classes is subject to additional fees that are separate from the Subscription fees for Peloton's online Content. You must have an account registered on our studio website in order to sign up for in-studio classes and/or purchase studio memberships, but you are not required to have a Subscription. Additional information about our in-studio class packs and memberships is available on our studio website. **Profile Information and Picture.** You may not use someone else's name, or any name, location, other public profile information or image that violates any third party rights, is against the law, or that is offensive, obscene or otherwise objectionable (in Peloton's sole discretion).

**Account Security.** You are responsible for all activity that occurs under your account, including any activity by unauthorized users. You may not allow others to use your account; this includes furnishing your username and password to third-party developed applications to connect to your account for any reason. You must safeguard the confidentiality of your password, and if you are using a device that others have access to, log out of your account after using the Peloton Service. If you become aware of an unauthorized access to your account, change your password and notify our Support team immediately.

## 5. Membership Structure and Fees

Peloton will provide information on its then-current in-studio membership and Subscription requirements on the Peloton Site and/or by other means through the Peloton Service. Features and prices are subject to change.

## 6. Sale of Products

Peloton accepts orders for the Peloton Bike, Tread, Guide and any other equipment, apparel or accessories that we may offer through the Peloton Site or at Peloton retail showrooms. Unfortunately, availability of products cannot be guaranteed. Peloton is under a legal duty to supply goods that are in conformity with the contract of sale.

Unless otherwise specified at the time of purchase, you must pay for products when you place the order. All products ordered will be delivered to the shipping address you provide. We reserve the right to cancel an order placed by you at any time and for any lawful reason prior to our delivery of the product(s) and receipt of payment in full from you, provided that we will refund any fees that you prepaid for those products if we cancel. We may send an acknowledgment of receipt of your order to the email address you provide and/or proof of purchase information through the Peloton Site or to your email address after your payment has been processed. Please see our [Bike and Bike+ Limited Warranty](#) and our [Tread and Tread+ Limited Warranty](#), our

[Guide Limited Warranty](#) and Return Policy for further information about Peloton products. Apparel purchases are subject to the [Apparel Return Policy](#).

## 7. Termination; Account Deletion

**Term.** These Terms begin on the date you first use the Peloton Service and continue as long as you have an account with us and/or continue to use the Peloton Service.

**Termination.** Peloton may, in Peloton's sole discretion, suspend, disable, or delete your account (or any part thereof) or block or remove any User Content (defined below) that you submitted, if Peloton determines that you have violated any applicable law, these Terms or that your conduct or User Content would tend to damage Peloton's reputation or goodwill. If Peloton deletes your account, you may not re-register for or use the Peloton Service under any other user name or profile except in the event that your account is deleted as a result of Peloton's minimum age requirements (as further detailed in Section 1) and you now meet these age requirements. Peloton may block your access to the Peloton Service to prevent re-registration.

**Effect of Termination / Account Deletion.** Upon termination of these Terms all licenses granted by Peloton will terminate. The following sections survive termination: Privacy (Section 3), User Content (Section 8), Indemnification (Section 12), No Warranties (Section 15), Limitation of Liability (Section 16), Safety Warnings (Section 17), Intellectual Property (Section 18), Contracting Entities, Governing Law and Jurisdiction (Section 21), and all general provisions. In the event of account deletion for any reason, User Content may no longer be available and Peloton is not responsible for the deletion or loss of such User Content. For clarity, if you cancel your Subscription or it is terminated for any reason, you will lose access to all live and on-demand classes and any other Content or features provided through the Peloton Service. Peloton, in its sole discretion, may make available a very limited amount of Content or features to non-subscribers from time to time, and any use of that Content is governed by these Terms.

## 8. User Content

"Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Peloton Service; and (ii) "User Content" means any content that users (including you) provide to be made available through the Peloton Service. Content includes, without limitation, User Content.

Any User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content submitted by or on behalf of you is accurate, complete, up-to-date, and in compliance with these Terms and with all applicable laws, rules and regulations. You acknowledge that: (i) all Content provided by Peloton at no extra charge; and (ii) all User Content, which is accessed by you using the Peloton Service is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. To the full extent permitted by law, we make no representations, warranties or guarantees with respect to any Content that you access on or through the Peloton Service.

As between you and Peloton, you represent that you own (or have all rights necessary to grant Peloton the rights below to) all User Content that you submit to the Peloton Service, and that Peloton will not need to obtain licenses from any third party or pay royalties to any third party in order to use such User Content. You grant Peloton a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or later created), edit, modify, and make derivative works from your User Content (including, without limitation, translations) for any purpose whatsoever, commercial or otherwise, without compensation to you. In addition, you waive any so-called "moral rights" or rights of privacy or publicity in your User Content. You further grant all users of the Peloton Service permission to

view your User Content for their personal, non-commercial purposes. If you make suggestions to Peloton or through the Peloton Service about improving or adding new features or products to the Peloton Service or you otherwise provide feedback, product or service reviews or testimonials, you hereby grant to Peloton a worldwide, perpetual, irrevocable, non-exclusive, sublicensable (through multiple tiers), transferable royalty-free license and right to use, copy, modify, create derivative works based upon and otherwise exploit your suggestions, feedback, reviews and testimonials for any purpose (including for marketing), without any notice, compensation or other obligation to you.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Peloton Service. Other than any obligations we have to remove or delete User Content under applicable law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

## 9. Rights and Terms for Apps

**Rights in App Granted.** Subject to your compliance with these Terms, Peloton grants to you a limited non-exclusive, non-transferable, revocable license, with no right to sublicense, to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not:

- i. copy, modify or create derivative works based on the App;
- ii. distribute, transfer, sublicense, lease, lend or rent the App to any third party;
- iii. reverse engineer, decompile or disassemble the App; or
- iv. make the functionality of the App available to multiple users through any means.

Peloton reserves all rights in and to the App not expressly granted to you under these Terms.

**Accessing App from an App Store.** The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an “App Provider”). You acknowledge and agree that:

- These Terms are between you and Peloton, and not with the App Provider, and Peloton (not the App Provider), is solely responsible for the App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Peloton.

- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to:
  - i. product liability claims;
  - ii. any claim that the App fails to conform to any applicable legal or regulatory requirement; and
  - iii. claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Peloton will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- The App Provider and its affiliates are third-party beneficiaries of these Terms as related to your license to the App, and that, upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
- You represent and warrant that
  - i. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country;
  - ii. you are not listed on any U.S. Government list of prohibited or restricted parties;
  - iii. you are not an individual, or associated with an entity, designated under the UK's Terrorist Asset-Freezing etc. Act 2010 (TAFAs 2010); and
  - iv. you are not otherwise subject to or affected in any way by any national security or terrorism related rules whether applicable to you personally or to your location or other circumstances.
- You must also comply with all applicable third party terms of service when using the App.

## 10. General Prohibitions and Peloton's Enforcement Rights

You agree not to do any of the following:

1. Post, upload, publish, submit or transmit any User Content or engage in any activity that:
  - i. infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - 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, animal, or entity;
  - vii. exploits minors or
  - viii. promotes illegal or harmful activities or substances;

2. Download and/or install any third party software and/or application on any Peloton hardware (excluding assistive technologies that are necessary for your own use of the Peloton Service, such as screen-readers) that is not expressly permitted by Peloton in writing;
3. Use, display, mirror or frame the Peloton Service or any individual element within the Peloton Service, Peloton's name, any Peloton trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Peloton's express written consent;
4. Access, tamper with, or use non-public areas of the Peloton Service, Peloton's computer systems, or the technical delivery systems of Peloton's providers;
5. Attempt to probe, scan or test the vulnerability of any Peloton system or network or breach any security or authentication measures;
6. Avoid, bypass, remove, deactivate, impair, scramble or otherwise circumvent any technological measure implemented by Peloton or any of Peloton's providers or any other third party (including another user) to protect the Peloton Service or Content;
7. Bypass any territorial restrictions, including IP address-based restrictions, that may be applied to the Peloton Service;
8. Attempt to access, scrape or search the Peloton Service or Content or download Content from the Peloton Service, including through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools, plugins, add-ons or the like), other than the software and/or search agents provided by Peloton or other generally available third-party web browsers;
9. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
10. Use any meta tags or other hidden text or metadata utilizing a Peloton trademark, logo URL or product name without Peloton's express written consent;
11. Use the Peloton Service or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms or permitted expressly in writing by Peloton;
12. Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Peloton Service or Content to send altered, deceptive or false source-identifying information;
13. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Peloton Service or Content;
14. 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 Peloton Service;
15. Collect or store any personally identifiable information from the Peloton Service from other users of the Peloton Service without their express permission;
16. Copy, use, index, disclose or distribute any information or data obtained from the Peloton Service, whether directly or through third parties (such as search engines), without Peloton's express written consent;
17. Alter, replicate, store, distribute or create derivatives from the Content available via the Peloton Service except as expressly permitted in writing by Peloton;
18. Impersonate or misrepresent your affiliation with any person or entity;
19. Access, use or exploit the Peloton Service in any manner (other than as expressly permitted by these Terms), including to build, develop (or commission the development of), replicate, or consult upon any product or service that may compete (directly or indirectly) with Peloton or the Peloton Service;

20. Violate any applicable law or regulation; or
21. Encourage or enable any other individual to do any of the foregoing.

You also agree to abide by the Peloton Community Guidelines and Moderation Policy, which can be found at <https://www.onepeloton.co.uk/community-user-content-moderation-policy>.

Although we're not obligated to monitor access to or use of the Peloton Service or Content or to review or edit any User Content, we have the right to do so for the purpose of operating the Peloton Service, to ensure compliance with these Terms, to comply with applicable law or other legal requirements and to maintain the integrity and reputation of the Peloton Service and Peloton's systems. We reserve the right, but are not obligated, to remove or disable access to any User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any User Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Peloton Service. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

#### 11. Member Interactions, Dealings with Third Parties

When interacting with other Peloton members, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you don't know. Your participation, correspondence or personal or business dealings with any third party found on or through the Peloton Service, whether regarding payment or delivery of specific goods and services, donations or fundraisers, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Peloton is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of such dealings. In addition, when visiting or taking classes at any of our studios, please be advised that Peloton is not responsible for any lost or stolen items and that visitors, guests and members are required to adhere to then-current policies in place at that studio and the directions of that studio's employees and representatives.

#### 12. NOT USED

#### 13. Third Party Software and Applications

Downloading and/or installing any third party software and/or applications that are not expressly authorized by Peloton on any Peloton hardware constitutes a breach of these Terms; any such downloading or installation is done at your own risk and may void any applicable warranty or support commitments by Peloton.

#### 14. Third Party Links and Content

There may be links on the Peloton Service that let you leave the particular Peloton Service you are accessing in order to access a linked site that is operated by a third party. Peloton neither controls nor endorses these sites, nor has Peloton reviewed or approved the content that appears on them. Peloton is not responsible for the legality, accuracy or inappropriate nature of any content, advertising, products or other materials on or available from any such third party sites. You acknowledge and agree that Peloton is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access or use of any of the links, content, goods or services available on or through these third party sites.



## 15. No Warranties

Peloton reserves the right to modify the Peloton Service, including, but not limited to updating, adding to, enhancing, modifying, removing or altering any Content or features of the Peloton Service, at any time, in its sole discretion. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Peloton Service. Peloton has no obligation to screen or monitor any Content and does not guarantee that any Content available on the Peloton Service is suitable for all users or that it will continue to be available for any length of time.

Peloton provides the Peloton Service on an “AS IS” and “AS AVAILABLE” basis. You therefore use the Peloton Service at your own risk. Peloton expressly disclaims all warranties, conditions, statutory rights and implied terms that it is able to exclude under applicable law. Without limiting the foregoing, Peloton makes no representations or warranties:

- That the Peloton Service is or will be permitted in your jurisdiction;
- That the Peloton Service will be uninterrupted or error-free;
- Concerning any Content, including User Content;
- Concerning any third party’s use of User Content that you submit;
- That the Peloton Service will meet your personal or professional needs;
- That Peloton will continue to support any particular feature of the Peloton Service;
- or
- Concerning sites and resources outside of the Peloton Service, even if linked to from the Peloton Service.

To the extent that another party may have access to or view Content on your device, you are solely responsible for informing such party of all disclaimers and warnings in these Terms.

## 16. Limitation of Liability

Nothing in these Terms is intended to exclude or limit Peloton's liability for death or personal injury caused by our negligence, for fraudulent misrepresentations or for any other liability that cannot be excluded or limited by applicable laws.

Subject to the above, and to the fullest extent permitted by law:

- i. Peloton shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, economic or pure economic losses, goodwill, use, data, service interruption, computer damage, system failure, inability to use the Peloton Service or Content or other intangible losses, even if a limited remedy set forth herein is found to have failed its essential purpose; and
- ii. Peloton’s total liability to you for all claims, in the aggregate, will not exceed the amount actually paid by you to Peloton over the 12 months preceding the date your first claim(s) arose.

If you live in a jurisdiction that does not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation does not apply to you. To the extent that one or any aspect of Peloton’s limitations set out above does not apply, all remaining aspects survive. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between Peloton and you.

## 17. Safety Warnings

THE PELOTON SERVICE OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN OR GENERAL PRACTITIONER BEFORE BEGINNING A NEW FITNESS PROGRAM. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE PELOTON SITE OR HEARD ON THE PELOTON SERVICE. THE USE OF INFORMATION PROVIDED THROUGH THE PELOTON SERVICE IS SOLELY AT YOUR OWN RISK AND IS NOT MEDICAL OR HEALTHCARE ADVICE.

NOTHING STATED OR POSTED ON THE PELOTON SITE OR AVAILABLE THROUGH ANY PELOTON SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE PELOTON SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULL EXTENT PERMITTED BY LAW, PELOTON MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS AND NUTRITIONAL ADVICE THAT APPEARS HERE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE PELOTON SERVICE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

In becoming a user of Peloton with the intent of using the Peloton Service, you affirm that either (A) all of the following statements are true:

- i. no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner;
- ii. you have never felt chest pain when engaging in physical activity;
- iii. you have not experienced chest pain when not engaged in physical activity at any time within the past month;
- iv. you have never lost your balance because of dizziness and you have never lost consciousness;
- v. you do not have a bone or joint problem that could be made worse by a change in your physical activity;
- vi. your physician or general practitioner is not currently prescribing drugs for your blood pressure or heart condition;
- vii. you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and
- viii. you do not know of any other reason you should not exercise; or

(B) your physician or general practitioner has been specifically consulted by you and approved of your use of the Peloton Service.

If applicable, you further affirm that

- a. you are not pregnant, breastfeeding or lactating; unless
- b. your physician or general practitioner has been specifically consulted and approved your use of the Peloton Service.

Peloton reserves the right to refuse or cancel your membership if we determine that you have certain medical conditions or that the representations set forth above are untrue in any respect.

#### 18. Intellectual Property Acknowledgment

You acknowledge and agree that your use of the Peloton Services and any Content contained therein is dependent upon you agreeing to and abiding by the Peloton Intellectual Property and DMCA Policy at all times. You further acknowledge that the Peloton Service contains software and other content that is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Peloton-generated content, and content provided to Peloton by its partners and licensors, is copyrighted individually and/or as a collective work under the U.S. copyright laws and all applicable international copyright (or equivalent) laws in all jurisdictions and protected under other intellectual property laws worldwide; further, as between you and Peloton, Peloton own intellectual property rights in the selection, coordination, arrangement and enhancement of all content in the Peloton Service.

#### 19. Intellectual Property Usage and Reporting Infringement

Peloton respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that their User Content does not infringe any third party's right or other intellectual property rights. If you believe that the Peloton Service or any Content contains elements that infringe or misappropriate your copyrights or other intellectual property rights (or the intellectual property rights of others), please go to the Peloton Intellectual Property and DMCA Policy for directions on how to report it to us.

#### 20. NOT USED

#### 21. Contracting Entities, Governing Law and Jurisdiction

Residents of the United Kingdom are contracting with Peloton Interactive UK Ltd (company number 11174745, registered address 1 Langley Street, London, London, United Kingdom, WC2H 9JG, VAT number: GB296342084) for the Peloton Service. Residents of Germany are contracting with Peloton Interactive Deutschland GmbH c/o WeWork Neue Schönhauser Straße 3-5, Neue Schönhauser Straße 3-5, 10178 Berlin, Sitz: Berlin, Amtsgericht Düsseldorf HRB 86061, VAT number: DE323550711) for the Peloton Service. Residents of Australia are contracting with Peloton Interactive Australia Pty Ltd ACN 644 958 047, of 20 Martin Place, Sydney NSW 2000. All other users are contracting with Peloton Interactive, Inc. unless otherwise specified in these Terms.

If your contract for the Peloton Service is with Peloton Interactive, Inc., these Terms shall be governed by the laws of the State of New York, United States of America, without regard to principles of conflicts of law. If your contract for the Peloton Service is with another Peloton entity, these terms shall be governed by the laws of the jurisdiction under which that Peloton entity is

incorporated, without regard to principles of conflicts of law. The Uniform Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply.

Subject to the agreements in Section 20 above,

- i. if your contract for the Peloton Service is with Peloton Interactive, Inc., exclusive jurisdiction for all Disputes that are not required to be arbitrated will be the state and federal courts located in New York, New York, United States of America, and you consent to the jurisdiction of those courts, and
- ii. if your contract for the Peloton Service is with another Peloton entity, exclusive jurisdiction for all Disputes that are not required to be arbitrated will be the courts located in the jurisdiction under which that Peloton entity is incorporated, and you consent to the jurisdiction of those courts.

## 22. Interpretation; Severability; Waiver; Remedies

Headings are for convenience only and shall not be used to construe these Terms. If any term of these Terms is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from these Terms. The failure to exercise or delay in exercising a right or remedy provided to a party under these Terms shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of these Terms shall constitute a waiver of any subsequent breach of the same or any other provision. Each right or remedy of a party under these Terms is without prejudice to any other right or remedy of that party under these Terms or at law. Peloton's rights and remedies hereunder are cumulative and not exclusive.

## 23. Successors; Assignment; No Third Party Beneficiaries

These Terms are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign or transfer these Terms without Peloton's prior written consent. Peloton may assign its rights, obligations and/or these Terms at any time in its sole discretion without notice to you.

### THIRD PARTY RIGHTS

A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

## 24. Notices

You consent to receive all communications including notices, agreements, disclosures, or other information from Peloton electronically. Peloton may communicate by email or by posting to the Peloton Service. For support-related inquiries, you may email Support. For all other notices to Peloton, write to the following addresses:

U.S. and Canadian Residents:  
*Peloton Interactive, Inc.*  
*441 Ninth Avenue, Sixth Floor*  
*New York, NY 10001*  
*USA*  
*Attn: Legal Department*

United Kingdom Residents:

Peloton Interactive UK Ltd.

1 Langley Street,  
London WC2H 9JG

Attn: Legal Department

German Residents:

*Peloton Interactive Deutschland GmbH*

*% WeWork Neue Schönhauser Straße 3 - 5*

*Neue Schönhauser Straße 3 - 5*

*10178 Berlin*

*Germany*

*Attn: Legal Department*

Australian Residents:

*Peloton Interactive Australia Pty Ltd*

*20 Martin Place*

*Sydney NSW 2000*

*Attn: Legal Department*

Nothing in these Terms or otherwise limits Peloton's right to object to subpoenas, claims, or other demands.

## 25. Modification

We may update these Terms at any time, in our sole discretion. If we do so, we'll let you know by, at a minimum, posting the updated Terms (as indicated by a revised "Last Updated" date at the top of this page) on the Peloton Site and/or through the Peloton Service. Modifications will be effective on the date that they are posted to the Peloton Site. It's important that you review the Terms whenever we update them before you use the Peloton Service. If you continue to use the Peloton Service after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then you may not use the Peloton Service anymore. Because the Peloton Service is evolving over time we may change or discontinue all or any part of the Peloton Service, at any time and without notice, at our sole discretion.

## 26. Entire Agreement

These Terms incorporate the following legal documents by reference, as well as any other policies or procedures referenced herein that are posted to the Peloton Site from time to time:

- [Membership Terms](#)
- [Bike Limited Warranty](#)
- [Tread Limited Warranty](#)
- [Guide Limited Warranty](#)
- [Return Policy](#)
- [Apparel Return Policy](#)
- [Intellectual Property and DMCA Policy](#)
- [Home Trial Terms](#)

In the event of a conflict between any policies posted on the Peloton Service and these Terms, these Terms will control. These Terms represents the entire understanding between Peloton and you regarding the Peloton Service or Content and supersede all prior agreements and understandings regarding the same. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## 27. Force Majeure

Neither Party shall be liable for any failure or delay in performance under these terms (other than for delay in the payment of money due and payable in accordance with these terms) for causes beyond the party's reasonable control and not caused by that party's fault, or negligence, including, but not limited to, "acts of God", acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility, but in each case, only if and to the extent that the non-performing Party is without fault in causing such failure or delay, and the failure or delay could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by the non-conforming Party through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.