Peloton Terms of Service

Last Updated: July 2nd, 2025

1. About us

- 1.1. Peloton Interactive Australia Pty Ltd (our legal name) ("Peloton", "we", "us", "our") provides an online fitness community and related products, services, content and features available in the Australia through the Peloton Australian website at https://www.onepeloton.com/en-AU and other Peloton Australian websites ("Websites").
- **1.2.** Our registered office is at The Commons, 32 York Street, Sydney NSW 2000 and our registered company number is ACN 644 958 047.
- **1.3.** Our Member Support Team is available to discuss any other questions and/or complaints you may have about Peloton, our Websites or our products and services. You can contact us by email at or by telephone on 1800 952 535 or by using the live chat function on our Websites.

2. About these Terms of Service

- 2.1. By accessing and using our Websites and the features, functionality and content made available through them, you agree to comply with these Terms of Service. Please read them carefully to make sure you understand them and can comply with them. If you don't understand anything in these Terms of Service you can contact us for help by using the contact information set out in Section 1 above.
- 2.2. We draw your attention in particular to Section 9 of these Terms of Service, which explains how we limit our liability to you.
- **2.3.** We also provide certain products and services through our Websites, our mobile applications and our fitness equipment that are subject to their own terms and conditions, which apply to you in addition to these Terms of Service, including the following:
 - 2.3.1. our <u>Purchase Terms</u> apply to you when you purchase Peloton Fitness Equipment;
 - our <u>Membership Terms</u> apply to you when you purchase a Peloton subscription product ("Peloton Membership");
 - 2.3.3. our <u>Supplemental Sponsored Wellness Program Terms</u> will apply to you if you purchase a Peloton Membership or any other Peloton products and services with a benefit offered by your employer, educational institution, professional association, loyalty programme, or any other entity providing or sponsoring a benefit on your behalf;

- our <u>Peloton Community Guidelines and Moderation Policy</u> apply to you if you post content, or otherwise interact with us, on our Websites, on social media or otherwise; and
- 2.3.5. our <u>Peloton Intellectual Property and DMCA Policy</u> apply to your use of intellectual property belonging to Peloton and our licensors.

3. Who may use our Websites

- 3.1. Our Websites are intended for use only by those who can access them from within Australia. Whilst access may be possible from outside Australia, our Websites are not intended for such use. If you choose to access our Websites from outside Australia, you do so at your own risk and you are responsible for compliance with applicable local laws relating to the use of, or otherwise connecting to, our Websites. To the extent that our Websites, including any of their content and any activity contemplated by them would infringe any law of a jurisdiction other than Australia, you are prohibited from accessing or using our Websites and their content or attempting to carry on any such offending activity and this provision shall override all other provisions of these Terms of Service. If you are located outside Australia, please visit the Peloton website in your country and refer to the terms of service provided there.
- **3.2.** The following age restrictions apply to different products, services, content and features available through our Websites:
 - 3.2.1. to create a Peloton account on our Websites and become a Peloton member (see Section 5), you must be at least fifteen (15) years of age and, if under the age of eighteen (18), you must have the permission of a parent or legal guardian;
 - 3.2.2. to purchase a Peloton Membership on our Websites and become a membership holder, you must be at least eighteen (18) years of age;
 - 3.2.3. to purchase any other products and services on our Websites, including Peloton Fitness Equipment, Peloton Apparel and Peloton Apparel Gift Cards, you must be at least eighteen (18) years of age;
 - 3.2.4. to use a Peloton Bike and Peloton Bike+, you must be at least fourteen (14) years of age and, if under the age of eighteen (18), you must have the permission of a parent or legal guardian;
 - 3.2.5. to use a Peloton Tread and Peloton Guide, you must be at least sixteen (16) years of age and, if under the age of eighteen (18), you must have the permission of a parent or legal guardian.
- **3.3.** You must be a legal resident of Australia to create an account on our Websites. Additional eligibility requirements apply to the purchase and use of other products and services available through our

Websites, as specified in the applicable terms and conditions for those products and services (see Section 2.3).

3.4. Our Websites are only available for your private use and must not be used for commercial or business purposes. If you wish to purchase Peloton products or services for commercial purposes, please contact our commercial sales team by email at commercialsales@onepeloton.com.au.

4. Changes to our Websites and these Terms of Service

- **4.1.** We may update our Websites and/or any of the services, content and features made available through them at any time and for any reason, including to improve performance, enhance functionality, reflect changes to operating systems or address security issues.
- 4.2. We may amend or vary these Terms of Service at any time and for any reason, including to reflect changes affecting our Websites, our technology, our licensing arrangements, our payment policies, best practices, relevant laws and/or regulatory requirements. You should check these Terms of Service on a regular basis to keep yourself informed of any changes. If you continue to use our Websites after we have made changes, you are deemed to have accepted any changes we make to these Terms of Service. If you do not agree to (or cannot comply with) any changes, you should not use our Websites. Please make sure you check "Last Updated" at the top of this page to see whether these Terms of Service have changed since you last used our Websites and which terms apply now.
- **4.3.** We will only make changes that affect the features and functionality of a Peloton Membership, and the terms and conditions that apply, in accordance with your and our respective rights and obligations set out in the Membership Terms.

5. Registering a Peloton Account

- **5.1.** In order to use certain parts of our Websites you will be required to register for an account by providing certain personal information (which may include, but shall not be limited to your name, your email address, a username) and a password of your choosing. You may only have one (1) account.
- **5.2.** You are responsible for ensuring that all information provided by you is complete and accurate information at registration and is kept up to date. You may update your personal information at any time by logging into your account and following the relevant instructions. You may access our Privacy Policy for more information on how we use and process your personal information.
- 5.3. You are responsible for the use of your account, including any transactions that occur in respect of such use. You are also responsible for keeping your account secure and protecting it against unauthorised use (which includes, but is not limited to, your provision of your account details to third-party developed applications to connect to your account for any reason) and for ensuring the security of any device from

which you sign in to your account. If you fail to do so, you are responsible for any unauthorised use of our Websites using your account, including any transactions that occur in respect of such use and we shall have no liability to you in respect of such use. We recommend that you change your password from time to time to protect your account and information.

- **5.4.** If you become aware of an unauthorised access to your account or you believe someone has accessed any of our Websites using your personal information, you must change your password and notify our Member Support Team immediately.
- **5.5.** We may suspend and/or permanently deactivate your account if we have reason to believe that you are in breach of these Terms of Service and/or any other agreement we have with you and/or any of our other terms and policies that apply to you.
- 5.6. You can ask us to permanently delete your account at any time by filling out our Privacy Request Form by clicking here and selecting "Deletion/Erasure" under "Select Request Type." Once the form is completed, the Peloton Privacy Team will begin processing your request. We will delete your account and any other data that you have provided in connection with your account within thirty (30) days of receiving your request. Once we have deleted your account and such other information, it cannot be recovered. If you wish to obtain a copy of your account data prior to deletion, please request access in accordance with your rights set out in our Privacy Policy.

6. Your Responsibilities When Using Our Websites

- 6.1. Subject to your compliance with these Terms of Service and solely for so long as you are permitted by us to access and use our Websites, Peloton grants you a limited, non-transferable, non-exclusive, revocable right and licence to access and use our Websites and any account you may have with us for your own personal, non-commercial purposes, a right which may not be assigned or sublicensed to anyone. This licence includes the right to view the content available on our Websites for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. This licence grant is subject to you agreeing to and abiding by the Peloton Intellectual Property and DMCA Policy, which forms a part of these Terms of Service. This licence will remain in effect unless and until you violate these Terms of Service or this licence is terminated by you or Peloton.
- **6.2.** You are responsible for making all arrangements necessary to access our Websites. In particular, you are responsible for ensuring that your computer and/or portable device is compatible with our Websites.
- 6.3. You acknowledge that your agreement with your mobile network and/or internet service provider will apply in respect of your use of data when using our Websites and that you may be charged by your provider in respect of such use. You accept responsibility for such charges. If you are not the bill payer for the device

being used to access our Websites, you must obtain, and will be assumed to have received, permission from the bill payer for using our Websites.

- **6.4.** Unless we give you permission in writing, you agree not to, and agree not to encourage or enable any other person to:
 - 6.4.1. reproduce, archive, modify, distribute, sell, transfer, create derivative works from, decompile, reverse engineer or disassemble any part of our Websites;
 - 6.4.2. interfere with or damage our Websites (and/or any connected servers or networks), including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature, or by injecting content or code or otherwise altering or interfering with the way any page or part of our Websites is displayed in a user's browser or device;
 - 6.4.3. use any robot, script, spider, crawler, scraper or other automated means to search or access our Websites (except for standard search engine technologies);
 - 6.4.4. attempt to probe, scan or test the vulnerability of any Peloton system or network or breach any security or authentication measures in place;
 - 6.4.5. bypass any territorial restrictions, including IP address-based restrictions, that may be applied to our Websites;
 - 6.4.6. use our Websites and/or any account you may have with us for the benefit of any third party, including by using any automated system or software to extract content or data from our Websites for commercial purposes (except where you or any applicable third party has entered into a written agreement with us that permits such activity);
 - 6.4.7. access, use or exploit our Websites in any manner (other than as expressly permitted by these Terms of Service), 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, our Websites or any of our products and services;
 - 6.4.8. use our Websites and/or any account you may have with us in any way that: (a) is defamatory of any other person; (b) is obscene or offensive; (c) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or (d) is likely to harass, upset, embarrass, alarm or annoy any other person; and/or
 - 6.4.9. use our Websites and/or any account you may have with us in any way that is a violation of any applicable law (including, without limitation, copyright and intellectual property laws) and/or a third party's intellectual property or other rights.

7. No Promises

- **7.1.** Subject to what we say in Sections 9.1 and 9.2:
 - 7.1.1. we provide our Websites on an 'as is' and 'as available' basis. To the extent permitted by applicable law, we exclude all warranties not expressly set out in these Terms of Service, including (without limitation) the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
 - 7.1.2. we will do our best to make sure that our Websites (and any email that we send to you) are accurate, reliable, up-to-date and free from bugs, trojan horses or other harmful components but we cannot promise that they will be, and you are responsible for putting in place your own internet security and safety measures;
 - 7.1.3. the content displayed on our Websites (and the content that we send to you by email) is made available to you for your general information and is for non-commercial use only. We make no promises that such content is accurate or reliable. Such content is not intended as any form of advice and should not be relied on as such. Any reliance that you may place on the content made available on our Websites is at your own risk;
 - 7.1.4. our Websites have not been developed to meet your specific requirements. We make no promises that they will be fit or suitable for your specific purposes or that they will be compatible with all or any hardware or software which you may use. We also make no promises that our Websites will be uninterrupted or error free, that defects will be corrected or that the our Websites or the servers that make them available are free of viruses or anything else which may be harmful or destructive; and
 - 7.1.5. access to our Websites is permitted on a temporary basis and we reserve the right to withdraw access from our Websites for any reason and without notice.

8. Our Right to Terminate Your Use of Our Websites

- **8.1.** Subject to section 8.2, we have the right to suspend, disable, terminate or remove your access to and use of our Websites or any of our products and services (including any account you may have with us) immediately if:
 - 8.1.1. you do not meet, or we have reason to suspect that you no longer meet, the eligibility requirements set out in these Terms of Service and/or any of our other terms or policies (see Section 3.2);

- 8.1.2. you are in breach of these Terms of Service and/or any of our other terms or policies (see Section 2.3);
- 8.1.3. you have provided false or inaccurate information to us;
- 8.1.4. you behave in a way which is threatening, abusive or harassing to Peloton employees, agents or other users of our Websites or any of our products and services, including for example, making threats to physically harm other individuals or damage property;
- 8.1.5. you engage in conduct that is a violation of any applicable law (including, without limitation, copyright and intellectual property laws) and/or a third party's intellectual property and/or other rights;
- 8.1.6. we suspect, or have reason to suspect, acting reasonably, that you are using any of our Websites or any of our products and services for commercial purposes without a commercial licence from us; or
- 8.1.7. we are required (or reasonably believe that we are required) to do so to comply with any applicable law or regulation, or if we decide to discontinue the applicable Websites or the applicable products and services, or if we are affected by an Event Outside Peloton's Control (see Section 10) that means we are unable to continue to provide access to the applicable Websites or the applicable products and services.
- **8.2.** We will try to give you reasonable notice if we have to terminate your use of our Websites or any of our products and services under Section 8.1, but we may take such action immediately, without notice, if necessary to comply with applicable law or regulation or where there is a real risk of loss or harm to us or other users of our Websites or any of our products and services.
- 8.3. In the event of suspension/termination, all licences granted to you under these Terms of Service shall immediately be suspended/terminated (as applicable) and you should not use or attempt to access our Websites or any of the content available through them unless you receive written permission from us to do so. In the event of termination, we reserve the right to delete your account, block and/or remove any User Generated Content you may have submitted and/or block your ability to access/re-register to use our Websites and the features, functionality and content made available through them.

9. Responsibility for Loss and Damage

- **9.1.** Nothing in these Terms of Service is intended to exclude or limit Peloton's liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or, for fraud or for fraudulent misrepresentations.
- 9.2. Nothing in these Terms of Service affects our liability to you in respect of any products and services that you purchase from us via our Websites, including Peloton Memberships, Peloton Fitness Equipment, Peloton Apparel and Peloton Apparel Gift Cards. Our liability to you in respect of your purchases will be as set out in the terms and conditions that apply to those products and services (see Section 2.3). Additionally, nothing on our Websites, in these Terms of Service or any other terms and conditions applicable to any of Peloton's products and services, excludes or limits any rights which may not be excluded or limited at law, including any applicable consumer guarantees and remedies under the Australian Consumer Law.
- **9.3.** We have no liability to you for any business losses, including for example loss of profit, loss of business, business interruption, or loss of business opportunity.
- **9.4.** Subject to what we say in Sections 9.1 and 9.2, we do not accept responsibility for any loss or damage that:
 - 9.4.1. was not caused by us breaching these Terms of Service;
 - 9.4.2. was not, at the time you agreed to these Terms of Service, a reasonably foreseeable consequence of us breaching these Terms of Service (loss or damage is foreseeable if either it is obvious that it will happen or at the time you agreed to these Terms of Service, both we and you knew it might happen); or
 - 9.4.3. was caused by an Event Outside Peloton's Control (as long as we have taken the steps set out in Section 10.3 below).

10. Events Outside Peloton's Control

- **10.1.** Peloton will not be liable or responsible for any failure or delay in its performance under these Terms of Service that is caused by an event outside Peloton's reasonable control.
- 10.2. For the purpose of these Terms of Service, an event outside Peloton's reasonable control could include for example, "acts of God", acts of government, war or threat or preparation for war, flood, storm, fire, civil unrest, threat of or acts of terror, supply chain disruption, epidemics, pandemics, disease outbreaks or public health risks, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility ("Event Outside Peloton's Control").

10.3. If an Event Outside Peloton's Control occurs, Peloton shall notify you as soon as reasonably practicable to let you know and do what we can to reduce the delay.

11. Intellectual Property

- 11.1. All rights, including copyright and any other intellectual property rights, in and to our Websites and our products and services ("Peloton Intellectual Property") are owned by, or licensed to, us. Nothing in these Terms of Service grants any rights to you in relation to the Peloton Intellectual Property, except as expressly stated in these Terms of Service. You acknowledge that by accessing and using our Websites, you agree to comply with the Peloton Intellectual Property and DMCA Policy at all times. You should under no circumstances use any Peloton Intellectual Property for purposes not expressly permitted by these Terms of Service without receiving our consent in writing before use.
- **11.2.** If you are concerned that our Websites may be using a third party's intellectual property without their permission, please refer to the <u>Peloton Intellectual Property and DMCA Policy</u> for further information on how to make us aware of this.

12. User Generated Content

- **12.1.** "User Generated Content" is any text, files, graphics, images, music, audio, video, hashtags, usernames and other content that you and others post on or otherwise make available through our Websites. All User Generated Content must comply with the <u>Peloton Community Guidelines and Moderation Policy</u>.
- 12.2. You are responsible for any User Generated Content you create regardless of whether this is publicly posted or privately shared. You are responsible for ensuring that all User Generated Content submitted by you or on your behalf is complete, accurate and up to date and is not against the law, offensive, obscene or otherwise objectionable (which shall be determined in Peloton's sole discretion), or in breach of these Terms of Service or the Peloton Community Guidelines and Moderation Policy.
- 12.3. By submitting or uploading any User Generated Content to our Websites, you agree that you own (or have all rights necessary to grant Peloton the rights below to) such User Generated Content and that you grant Peloton the right to use, copy, distribute, disclose, modify and make derivative works from such User Generated Content for any purpose without payment to you. To the extent permitted by law, you also waive any moral rights or rights of privacy in your User Generated Content.
- 12.4. If you make suggestions to us, whether through our Websites or otherwise, about improving our products and services or adding new features or products, services, content or features to our existing offering, we shall be entitled to use and exploit your suggestions for any purpose without any notice, payment or other obligation to you.

- **12.5.** We respect the intellectual property rights and rights to privacy of others and ask that you do the same. You are solely responsible for ensuring that your User Generated Content does not infringe the intellectual property rights and/or any other rights of any third party.
- 12.6. We are not obligated to monitor, review or edit any User Generated Content but we have the right to do so and we reserve the right to remove or disable access to any User Generated Content at any time and without notice to you, including, without limitation, if we, in our sole discretion, consider any User Generated Content to be inappropriate, objectionable, unlawful and/or in breach of these Terms of Service and/or any other Peloton terms or policies (see Section 2.3). We may also consult and cooperate with government agencies and law enforcement bodies investigating those who are suspected of violating applicable laws. We also have the right to disclose your identity to any third party who is claiming that you are using their intellectual property without permission.
- 12.7. You may remove your User Generated Content by specifically deleting it. However you acknowledge that in certain circumstances, some of your User Generated Content (such as posts or comments you make) may continue to exist and be available on our Websites. We are not responsible for deleting or removing (or the failure to remove or delete) your User Generated Content.
- **12.8.** The views expressed in any User Generated Content do not represent our views and values.

13. Relationships with Third Parties

- 13.1. When interacting with other users of our Websites and our other products and services, 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 your use of our Websites and our other products and services is completely separate to the relationship you have with us. You understand and agree that Peloton is not a party to any dealings which you may have with such third parties so we cannot accept any responsibility or liability for those relationships. You agree to abide by the Peloton Community Guidelines and Moderation Policy.
- 13.2. We may sometimes provide links on our Websites to other third party websites. These links are provided solely for your convenience and Peloton does not control or endorse these sites and has not reviewed or approved any content that appears on them. If you access these third party websites, you do so at your own risk and acknowledge that Peloton will not be responsible to you for any loss or damage you may sustain.

14. Social Media Platforms

14.1. Our Social Media Channels are hosted by the third party providers of the relevant social media platforms ("Social Media Platforms"). We are not responsible for and have no control over the operation of the

Social Media Platforms. Your use of and interactions (whether with us or any other person) on the Social Media Platforms are at all times subject to the terms and policies of the relevant third party providers of the Social Media Platforms. Any User Generated Content you post on Social Media Platforms must at all times comply with the relevant third party terms and policies.

15. Data Protection

Your privacy is important to us. We will collect, store and process your personal information in accordance with our <u>Privacy Policy</u> and our <u>Cookie Policy</u>. Please read these documents carefully to ensure that you understand how we use any personal information you give us and how we use cookies on our Websites.

16. Governing Law and Jurisdiction

These Terms of Service shall be governed and construed in accordance with the laws of New South Wales, Australia. Wherever you live, you can bring any claim against us in the courts of New South Wales, Australia.

17. Other Important Legal Terms

- **17.1.** We will give any notices to you electronically by email or by posting a notice on our Websites. Notices will be deemed received and properly served immediately when an email is sent or a notice is posted.
- **17.2.** If any part of these Terms of Service is found to be invalid or unenforceable by any court or authority, that provision will be removed from these Terms of Service and the remaining provisions will continue to apply.
- **17.3.** Even if we delay in enforcing these Terms of Service, we can still enforce it later. We might not immediately chase you for not doing something you should do under these Terms of Service or for doing something that you're not allowed to do, but that doesn't mean we can't do it later.
- **17.4.** Any right or remedy that you or we are entitled to under these Terms of Service or applicable law is separate from, and does not affect your or our entitlement to, any other right or remedy that you or we may be entitled to.
- 17.5. You may not transfer your rights or your obligations under these Terms of Service without getting our consent in writing first. You agree that we may transfer, assign, charge or otherwise dispose of any rights or obligations arising under or in connection with our Websites.
- **17.6.** These Terms of Service are between Peloton and you as a consumer. Nobody else can enforce them and neither of us will need to ask anybody else for permission to end or change them.