PELOTON MEMBERSHIP TERMS

Last Updated: December 4, 2024

By purchasing or using a Peloton Membership, you agree to the following terms and conditions, which supplement and form a part of the <u>Peloton Terms of Service</u>. Capitalized terms not defined here have the meaning given to them in the <u>Peloton Terms of Service</u>.

A Peloton "Member" is any individual with a paid Peloton subscription who accesses the Peloton Service via their Peloton account credentials for personal, non-commercial use. The term "Member" does not include individuals with a Peloton Free account or individuals who access Peloton Content without Peloton credentials. A Peloton "Membership Holder" is any Member who activates and pays the monthly or yearly subscription fees for a Peloton Membership, including any individual who pays the monthly or yearly subscription fees for a Peloton Membership with a prepaid, gift, or promotional activation code ("Activation Code"). A Peloton "Membership" is either a Peloton All-Access Membership, Peloton Guide Membership, Peloton Rental Membership, Peloton App Membership, or a Peloton Strength+ Membership, each as defined below.

Membership Types and Billing Cycles

Membership Types

Peloton All-Access Membership. A Peloton "All-Access Membership" may be purchased or received in connection with a Peloton-connected fitness product, such as the Peloton Bike, Bike+, Tread, Tread+, or Row (each, a "Peloton Product"), and provides you and members of your household at one residential address (up to 20 user profiles) with full access to Peloton's available classes, content, and features on one respective Peloton Product from each Peloton Bike, Bike+, Tread, Tread+, and/or the Peloton Guide at the same household, but not a Peloton Bike, Bike+, Tread, Tread+, and/or the Peloton Guide at the same household, but not a Peloton Bike and Bike+ at the same household), plus access to all available classes, content, and features in your Subscription country on Peloton Products, the Peloton Guide and Peloton App for as long

as the Peloton All-Access Membership remains active. Peloton All-Access Members will only have access to the features and content made available on respective Peloton Products that they are using.

Peloton Guide Membership. A Peloton "Guide Membership" provides you and members of your household at one residential address (up to 5 user profiles) with access to Peloton's available classes, content, and features on the Peloton Guide, plus access to all available classes, content, and features on the Peloton App, for as long as the Peloton Guide Membership remains active. A Peloton Guide Membership does not provide access to any classes, content, and features on any Peloton Product other than the Peloton Guide.

Peloton Rental Membership. A Peloton "Rental Membership" is included as part of the cost of the rental of a Peloton Bike or Bike+ and provides you and members of your household at one residential address (up to 20 user profiles) with access to Peloton's available classes, content, and features on the Peloton Rental Bike or Bike+, plus access to the Peloton Guide and all available classes, content, and features on the Peloton App, for as long as your Bike or Bike+ rental remains active. A Peloton Rental Membership may not be used on any other Peloton Product.

Peloton App Membership. A Peloton "App Membership" provides you (one user profile) with access to available classes, content, and features on the Peloton App. A Peloton App Membership does not provide you with access to classes, content, and features on Peloton Products or the Peloton Guide. A Peloton App Membership can be purchased from Peloton or via a third-party app provider where Peloton makes the Peloton App available (e.g., Apple App Store or Google Play Store). For more information about Peloton App Membership options, visit https://www.onepeloton.com/membership.

Peloton Strength+ Membership. A Peloton "Strength+ Membership" provides you (one user profile) with access to available programs, features, and content on the Peloton Strength+ iOS application ("Peloton Strength+ App"). A Peloton Strength+ Membership does not provide you with access to classes, content, and features on the Peloton App, Peloton Products, or the Peloton Guide. A Peloton Strength+ App Membership can be purchased via the Apple App

Store where Peloton makes the Peloton Strength+ App available. If you have certain other Peloton Memberships, specifically an All-Access, App+, or Guide Membership, the Peloton Strength+ App Membership can be downloaded at no cost to you using your Peloton account credentials.

Each of the Peloton Membership types is sold separately. As a Peloton Membership Holder, you may possess one or more Peloton Memberships. We may restrict the number of streams that can occur simultaneously under a single Peloton Membership or the maximum number of users per Peloton Membership. The Peloton Membership Holder is responsible for all activities under their Membership. For each Peloton Membership type, access to classes, content, and features for that Membership is contingent on and requires a Peloton Member to log into the Peloton Service using their Peloton account credentials.

Billing Cycles and Auto-Renewal. Any Peloton Membership cycle recurs on a monthly or annual basis, as applicable, until it is canceled in accordance with these Membership Terms. Billing occurs at the beginning of the Membership cycle and provides access for one month or one year after that, as applicable. By purchasing a Peloton Membership, you acknowledge that your Peloton Membership has recurring payment features and accept responsibility for all recurring payment obligations of your Peloton Membership by you or Peloton.

Other Offers. Peloton may offer additional promotions or discounts related to Peloton Memberships from time to time. Please read the details of those offers carefully, as any additional terms presented during the signup process will form part of these Membership Terms. Unless specified in writing, all discount offers that require payment are non-refundable (including but not limited to annual Peloton subscriptions). Any trial or other promotion must be used within the specified time frame of the trial or promotion. You may be required to have a valid payment method on file to initiate a trial; in this case, if you do not cancel before your trial period ends, your account will be converted to a paid Peloton Membership and charged per these Membership Terms.

Committed Membership Periods. If you purchase and opt into an offer for a Peloton Membership that requires a committed Peloton Membership subscription period of longer than one month

("Committed Membership Period"), you agree to pay the fee specified for such Peloton Membership for the duration of your Committed Membership Period in accordance with the Termination or Cancellation of Subscription and Payment sections set forth below in these Membership Terms. The Committed Membership Period shall be considered the full billing cycle for your Peloton Membership, for which you are liable even if you pay the fee on a month-to-month basis.

Prepaid, Gift, and Promotional Activation Codes. You may be given the opportunity to prepay for a period of one or more months of your Peloton Membership, or your Peloton Membership may have been paid for with an Activation Code with a set prepaid period at the time of Peloton Membership activation. At the conclusion of a prepaid period, unless you cancel prior to renewal and to the extent permitted by applicable law, your Peloton Membership will automatically continue on a month-to-month basis at the then-existing non-promotional price for your Peloton Membership. A Peloton Member who activates a Peloton Membership with an Activation Code will be required to complete Account Registration (as provided below), provide all required information, including up-to-date billing information at the time of activation, and otherwise comply with the Peloton Terms of Service, including these Membership Terms. Failure to provide all required Account Registration information will prevent you from successfully activating your Membership or using your Activation Code. Activation Codes have no cash value, even if tied to a set prepaid Membership period. Activation Codes have no property value. Activation Codes cannot be purchased or sold, redeemed for cash or credit or any other monetary value or currency, or used to pay debts. Activation Codes may not be assigned, transferred, traded, or pledged to any third party by the recipient except as may be expressly authorized by Peloton. Activation Codes cannot be transferred by operation of law, such as by inheritance, in bankruptcy, or in connection with a divorce. Activation Codes that are sold, transferred, or assigned may be rescinded, voided, or confiscated at Peloton's discretion. Activation Codes are available only to the designated recipient at the time of issuance of the Activation Code and only if the recipient completes Account Registration and otherwise consents to and complies with the Peloton Terms of Service, including these Membership Terms. Peloton will decide disputes as to the owner of the Activation Code in its sole and absolute discretion.

Account Registration

Account Registration. You can register by successfully completing a Peloton purchase, including with an Activation Code, or by creating an account on the Peloton Site, a Peloton App, the Peloton Strength+ App, or a Peloton Product, as further described in our <u>Terms of Service</u>. All information you provide must be accurate, including your name, address, credit, debit, or charge card numbers, expiration dates, and any other payment information. You are responsible for keeping such information up-to-date and must provide changes promptly to your account page, which may be accessed at https://members.onepeloton.com/preferences/profile-info. Peloton's use of your information is governed by our <u>Privacy Policy</u>. YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSORS IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USERNAME OR PASSWORD.

Any individual who creates an account on the Peloton App or the Peloton Strength+ App but does not purchase a Peloton Membership and is not included under the account of a Peloton Membership Holder shall comply with <u>Peloton's Terms of Service</u> and <u>Community Guidelines</u> as if they were a "Member" under such agreements and is subject to the Suspension/Termination by Peloton section below as if they were a Peloton "Member."

Termination or Cancellation of Subscription

Cancellation of Peloton Membership. If you cancel your Peloton Membership, you may use your Peloton Membership until the end of the then-current period, and your Peloton Membership will not be renewed after that period expires. However, you will not be eligible for a prorated refund of any portion of the Peloton Membership fee paid for the then-current Peloton Membership period, subject to specific cancellation and refund rights listed below for certain Canadian residents. You will remain responsible for any outstanding fees for the remainder of the Committed Membership Period following any cancellation. Suspension/Termination by Peloton. Peloton may immediately terminate or suspend your account and all or a portion of your Membership or your access to the Peloton App or Peloton Strength+ App without notice if:

- your payment is overdue (provided that we will use reasonable efforts to notify you of the overdue payment before we terminate or suspend);
- 2. you provide false or inaccurate information;
- you violate these Membership Terms, the <u>Peloton Terms of Service</u> or any other Peloton rules or agreements then in effect;
- 4. you engage in conduct that is a violation of any applicable law or tariff (including, without limitation, copyright and intellectual property laws); or
- if you engage in conduct that is threatening, abusive, or harassing to Peloton employees, agents, or other Peloton users, including, for example, making threats to physically harm or damage property.

If Peloton determines, in its sole discretion, that your Peloton Membership is being accessed in a commercial setting or is for commercial use, Peloton reserves the right either (i) to terminate or suspend your Peloton Membership at any time by writing to you at the email address associated with your Peloton Membership, or (ii) to convert your Peloton Membership to a commercial subscription currently available to a Customer (as defined therein) using a Peloton Product subject to the Peloton Commercial Partner Standard Terms & Conditions of Purchase, which will be sent to you at the email address associated with your Membership. You understand and agree that conversion of a Peloton Membership to a commercial subscription may be subject to additional fees and requirements as provided to you by Peloton.

If we terminate or suspend any of your Peloton Memberships or access to the Peloton App, your license to use any software or content provided in connection with the Peloton Membership is also terminated or suspended (as applicable). If your Peloton Membership or access to the Peloton App is terminated, Peloton has the right to immediately delete all data, files, and other information stored in or for your account without further notice. You must pay all charges up to and including the date of termination or suspension. In the case of a Committed Membership

Period, you must pay all fees up to and including the last date of the Committed Membership Period. Should you wish to resume your Peloton Membership after any suspension, a restoration of service fee may apply. This fee includes all past-due unpaid charges and other fees.

To change or terminate your Peloton Membership, go to your Peloton Account Settings at https://www.onepeloton.com/mymembership or contact Peloton Member Support at 1-866-679-9129.

Payment

Amount to be Charged. Peloton Membership Holders agree to pay the fee specified when they purchased their Peloton Membership (plus any applicable taxes and other charges). If the amount to be charged varies from the amount pre-authorized (other than due to the imposition of, or change in, applicable sales tax), Peloton Membership Holders have the right to receive, and we will provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction, unless applicable law requires Peloton Membership Holders to consent to the change in price expressly. Any agreement you have with your payment provider governs your use of your specified payment method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle. Your failure to terminate and/or continued use of your Peloton Membership. We may submit those charges for payment, and you will be responsible for such charges. This does not waive our right to seek payment directly from you.

Billing Authorization. You may be asked to provide a payment method (such as a credit, charge, or debit card number) that we accept, along with other payment information, to activate your Peloton Membership, including Peloton Memberships paid for with an Activation Code, along with other payment information. You represent and warrant that you have the legal right to use all payment method(s) you provide us. Your authorizations in this section also apply to our payment processors and other companies acting as billing agents for us. You hereby authorize

us to charge your specified payment method on a monthly or annual basis, as applicable, in line with your Peloton Membership cycle or Committed Membership Period, in advance, for your Peloton Membership(s) and/or to place a hold on your payment method for any unpaid charges for your Peloton Membership(s). You authorize the issuer of your selected payment method to pay any amounts described herein without requiring a signed receipt. You agree that these Membership Terms shall be accepted as authorization to the issuer of the payment method to pay any amounts described herein without requiring a signed receipt from you. You authorize us to continue to attempt to charge and/or place holds for all sums described herein, or any portion thereof, to your payment method until such amounts are paid in full. You agree to provide updated payment information upon request, and at any time, the information you previously provided is no longer valid. You acknowledge and agree that neither Peloton nor any Peloton agent will have any liability whatsoever for any insufficient funds or other charges incurred by you due to attempts to charge and/or place holds on your specified payment method as contemplated by these Membership Terms. If you provide a debit card number instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number.

Third-Party Payment Processors. You agree to pay us, through our payment processors, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms presented to you at the time of purchase. You agree to make payment using the payment method you provide when you set up your account. We reserve the right to correct or instruct our payment processors to correct any errors or mistakes, even if payment has already been requested or received.

Bill Inquiries and Refunds. If you believe you have been billed in error for a Peloton Membership, please notify us within 60 days of the billing date by contacting Member Support at 1-866-679-9129 or visiting our <u>Contact Us</u> page. Peloton will not issue refunds or credits after the expiration of this 60-day period, except where required by applicable law.

STATUTORY CANCELLATION RIGHTS (CERTAIN CANADIAN RESIDENTS ONLY)

British Columbia

You may cancel your Peloton Membership 10 days after you initially subscribe for any reason by visiting our <u>Contact Us</u> page.

Ontario

Your Rights under the Consumer Protection Act 2002 You may cancel this agreement at any time during the period that ends ten (10) days after the later of the day you receive a written copy of the agreement and the day all the services are available. You do not need to give the supplier a reason for canceling during this 10-day period. In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties, and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you made and return all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

Saskatchewan

Your Rights under The Consumer Protection and Business Practices Act You may cancel this contract at any time during the period that ends seven (7) days after the later of the day you receive a written copy of the contract and the day all the services are available (in calculating the 7 days, count only days on which the supplier is open for business). You do not need to give Pelotn a reason for canceling during this period. In addition, other grounds allow you to cancel this contract. You may also have other rights, duties, and remedies at law. For more information, contact the Consumer Protection Division, Financial and Consumer Affairs Authority of Saskatchewan. To cancel this contract, you must notify Peloton, at 441 Ninth Avenue, Sixth Floor, New York, NY 10001, by personal service, by registered mail, or by any other means set out in the contract. If you cancel this contract, the supplier has fifteen (15) days to refund any payment you have made.

Peloton Interactive, Inc. 441 Ninth Avenue, Sixth Floor New York, NY 10001 USA