

## Peloton Membership Terms

Last Updated: July 2nd, 2025

**Important:** These Membership Terms include an agreement to acquire services for a term that will automatically renew. Please read the Membership Terms carefully for information about what you must do if you do not wish the term to automatically renew.

### 1. About us

- 1.1. The Peloton website and online store at onepeloton.com/en-AU ("**Website**") is provided to you by Peloton Interactive Australia Pty Ltd (our legal name) ("**Peloton**", "**we**", "**us**", "**our**"). Peloton All-Access Memberships, Peloton App Memberships and Peloton Guide Memberships ("**Memberships**") sold on our Website are sold by us. All Peloton classes and other features and content made available via a Membership ("**Content**") are owned and made available by us. Our registered office is at The Commons, 32 York Street, Sydney NSW 2000 and our registered company number is ACN 644 958 047.
- 1.2. Our Member Support Team is available to discuss your Membership or any other questions and/or complaints you may have about Peloton. You can contact us by email at [support@onepeloton.com.au](mailto:support@onepeloton.com.au) or by telephone on 1800 952 535.

### 2. About these Membership Terms

- 2.1. These Membership Terms apply to: (a) eligible individuals who purchase, pay for and activate a Membership ("**Membership Holder**"); and (b) eligible individuals who create a Peloton account and access our Content via a user profile linked to a Membership (including Membership Holders) ("**Member**"). When you sign up to become a Member or Membership Holder, you are making an agreement with us which is governed by these Membership Terms.
- 2.2. **We draw your attention in particular to Section 17, which explains how we limit our liability to you.**
- 2.3. These Membership Terms only apply to Australian residents. If you are located elsewhere, please visit the Peloton website in your country and refer to the membership terms provided there.
- 2.4. These Membership Terms are an important legal agreement between you and us, so please read them carefully and make sure that you understand and agree to them before you purchase or use a Membership or create a Peloton account/user profile. If you don't understand anything in these Membership Terms, you can contact us for help by using the contact information set out in Section 1 above.
- 2.5. We sometimes need to update our Membership Terms to reflect changes in the law or for other business reasons. Sometimes we may also have to make more significant changes to the Membership Terms and

the Membership we provide you. This might include, for example, changing the price of your Membership. For the more significant changes that may have an adverse impact on you, we will always provide you with at least thirty (30) days' notice before we make any such changes and you will have the option to cancel your Membership before such changes come into force in accordance with Section 7.6. Please make sure you check "Last Updated" at the top of this page to see whether these Membership Terms have changed since you last used your Membership or Peloton account/user profile and which terms apply now.

**2.6.** The following other terms and conditions may also apply to you when you purchase and/or use your Membership or your Peloton account/user profile, and we suggest that you read these carefully to ensure that you understand and can comply with them fully before purchasing and/or using your Membership or Peloton account/user profile:

- 2.6.1. Our [Terms of Service](#) will apply to your use of our Website;
- 2.6.2. Our Purchase Terms will apply to any purchase you make of Peloton fitness equipment such as the Peloton Bike, Peloton Bike+, Peloton Tread or Peloton Guide ("**Peloton Fitness Equipment**") or any Peloton accessories and apparel;
- 2.6.3. Our warranties published [here](#) may apply to you depending on your purchase;
- 2.6.4. Our [End of Life Policy](#) will apply to any Peloton Fitness Equipment you purchase;
- 2.6.5. Our [Home Trial Terms](#) will apply if you take our Home Trial;
- 2.6.6. Our [Peloton Community Guidelines and Moderation Policy](#) will apply if you use our Website and Content and clarify how we moderate any user content;
- 2.6.7. Our [Peloton Intellectual Property and DMCA Policy](#) explains how you can and cannot use intellectual property belonging to Peloton and third parties;
- 2.6.8. Our [Supplemental Sponsored Wellness Program Terms](#) will apply to you if you purchase a Peloton Membership or any other Peloton products and services at a discounted rate through your employer, educational institution, professional association, loyalty programme, or any other entity providing or sponsoring a benefit on your behalf; and
- 2.6.9. Third-party financing terms and conditions will apply to you if you make a purchase via a financing arrangement. Any contract for this financing shall be directly between you and the finance provider.

### **3. Membership Types**

**3.1. All-Access Membership:** An "All Access Membership" is a subscription service connected to your purchase of Peloton Fitness Equipment. An All-Access Membership provides you and members of your

household at one (1) residential address with access to all Content available from time to time for your Peloton Fitness Equipment. For more information on All-Access Membership and the Content available, visit <https://www.onepeloton.com/en-AU/membership>. The following limits apply:

*Household limits:*

- Twenty (20) user profiles.

*Content limits:*

- All-Access Membership will only provide access to the Content available on the respective Peloton Fitness Equipment that you are using (for example, Peloton Lanebreak is currently only available for use on the Peloton Bike, Peloton Bike+ and Peloton Tread).
- An All-Access Membership provides access to Content on one (1) Peloton Bike or Peloton Bike+, one (1) Peloton Tread and one (1) Peloton Guide. If you own a Peloton Bike and a Peloton Bike+ or two (2) of the same products, you would require two (2) All-Access Memberships.
- Access to the Peloton App (App+) included (including iOS and Android applications), for as long as the All-Access Membership remains active.

**3.2. Guide Membership:** A “Guide Membership” is a subscription service connected to your purchase of a Peloton Guide. A Guide Membership provides you and members of your household at one (1) residential address with access to all Content available from time to time for the Guide. For more information on Guide Membership and the Content available, visit <https://www.onepeloton.com/en-AU/membership>. The following limits apply:

*Household limits:*

- Five (5) user profiles.

*Content limits:*

- Access to the Peloton App (App+) included (including iOS and Android applications), for as long as the Guide Membership remains active.
- A Guide Membership does not provide you with access to any Content on a Peloton Bike, Peloton Bike+ or Peloton Tread.

**3.3. App Membership:** An “App Membership” is a subscription service that provides you with access to certain Content via the Peloton App on your mobile device (iOS and Android) or web browser, rather than through the integrated screen on Peloton Fitness Equipment. An App Membership can be purchased from Peloton or via an App provider (e.g., Apple App Store or Google Play Store) where Peloton makes the Peloton App available. For more information on App Membership and the Content available for the different App Membership options, visit <https://www.onepeloton.com/en-AU/membership>. The following limits apply:

*Household limits:*

- One (1) user profile.

*Content Limits:*

- An App Membership allows you to access Content through your own device. It does not provide you with access to Content on the Peloton Fitness Equipment.

**3.4.** All Memberships are sold separately. Members may purchase one or more Memberships at any time.

**3.5.** From time to time, Peloton may adjust the Household Limits, Content Limits and the Content available in each Membership. Such changes may, for example, result in an increase or decrease in the number of user profiles permitted under each Membership, the removal or addition of instructors and the addition and removal of classes available in each Membership.

**3.6.** You will need adequate internet access to activate and use your Membership.

**4. Membership Requirements**

**4.1.** The following age restrictions apply:

- 4.1.1. To purchase a Peloton Membership and be the Membership Holder: You must be at least eighteen (18) years old;
- 4.1.2. To create a Peloton account/user profile and/or become a Member: You must be at least fifteen (15) years old;
- 4.1.3. To use the Peloton Bike or Peloton Bike+: You must be at least fourteen (14) years old and meet our User Criteria for the Peloton Bike and Peloton Bike+;
- 4.1.4. To use the Peloton Tread and/or the Peloton Guide: You must be at least sixteen (16) years old and in respect of the Peloton Tread, meet our User Criteria for the Peloton Tread; and
- 4.1.5. All individuals under eighteen (18) years of age must have permission to participate from a parent or legal guardian who will provide supervision. We reserve the right to require proof of parental/guardian permission.

**4.2.** You must be an Australian resident to purchase a Membership or create an account/user profile on the Website.

**4.3.** We only sell to consumers. Any Membership purchased and/or used by you must be for your private use only and not for any commercial or business purpose or the use or benefit of any third party that is not a member of your household.

**4.4.** Before purchasing and/or using your Membership, you should ensure that you:

- 4.4.1. Have consulted with and been cleared to use the Peloton Fitness Equipment by a medical professional;
- 4.4.2. Have read, understood and are able to fully comply with all Safety Precautions and instructions in the applicable Peloton Fitness Equipment user manual; and
- 4.4.3. Have read, understood and are able to fully comply with these Membership Terms and the Terms of Service.

**4.5.** If you have purchased a Peloton Membership or any other Peloton products and services at a discounted rate through our Sponsored Wellness Program, you will lose the benefit of any discounted rate if you cease to be eligible. This may happen, for example, if you cease to be employed by the relevant corporate member or the relevant corporate member ceases to be a member of our Sponsored Wellness Program. In these circumstances, the price you pay for the relevant product or service will revert to Peloton's current standard price from the start of the next membership or payment period. Please see our [Supplemental Sponsored Wellness Program Terms](#), for full details of the applicable eligibility requirements.

**5. Registering an account/user profile and subscribing for a Membership**

- 5.1. To create and/or access your Peloton account and Membership, you will be required to provide certain personal information (which may include, but shall not be limited to, name, email address, post code and payment information) and a password to protect your Peloton account. You may access our [Privacy Policy](#) for more information on how we use and process your personal information.
- 5.2. After you've completed the checkout process for your Membership, we will contact you using the email address you provided to confirm we've received your order. A legal contract will come into existence between you and us for the purchase of your Membership and your Membership will begin as follows:
  - 5.2.1. All-Access Membership: when you set up your Peloton Fitness Equipment, you will be given the opportunity to activate your All-Access Membership by following the on-screen instructions. When you complete this activation process, the contract for your All-Access Membership will begin and you will be able to access the relevant Content;
  - 5.2.2. Guide Membership: when you set up your Peloton Guide, you will be given the opportunity to activate your Guide Membership by following the on-screen instructions. When you complete this activation process, the contract for your Guide Membership will begin and you will be able to access the relevant Content; and/or
  - 5.2.3. App Membership: when we email you to confirm we have received and accepted your order, the contract for your App Membership will begin and you will be able to access the relevant Content.

- 5.3.** Your Membership will continue until terminated by you or Peloton in accordance with these Membership Terms.
- 5.4.** For All-Access Memberships purchased directly from Peloton (not a third-party retailer) together with Peloton Fitness Equipment, we grant you temporary access to App+ Content on your mobile device or web browser until you activate your All-Access Membership on your Peloton Fitness Equipment. This gives you the opportunity to enjoy Content on your mobile device or web browser while you wait for your Peloton Fitness Equipment to arrive. Your temporary access to App+ Content will start when we confirm we have received your order (see Section 5.2) and will end automatically without notice when you activate your All-Access Membership on your Peloton Equipment or, if earlier, thirty (30) days after the date of your order. Your temporary access to App+ Content is subject to these Membership Terms and all other applicable terms and conditions that apply to our Memberships (excluding any payment obligations).
- 5.5.** Sometimes we reject Membership orders. For example, this may happen if you do not meet the applicable eligibility requirements (see Section 4) or because we have previously terminated an account held by you as a result of your breach of these Membership Terms or any other agreement between you and us.
- 5.6.** To access Content, you will need to set up a user profile on your Peloton account. When setting up a user profile for your Peloton account, you must not use someone else's name, or any name, location, other public profile information or image that does not belong to you, is against the law, is offensive, obscene or otherwise objectionable (which shall be determined in Peloton's sole discretion), or which would otherwise breach the Peloton Terms of Service or the Peloton Community Guidelines.
- 5.7.** You are responsible for ensuring that all information provided by you is complete, accurate and up to date. You agree to notify us if any of this information changes immediately by logging into your Peloton account which may be accessed at <https://members.onepeloton.com.au/preferences/profile-info>.

## **6. Membership Payments**

- 6.1.** As a Membership Holder, you agree to pay the membership fee as follows:
- 6.1.1.** Monthly Membership: On a monthly basis until your Membership is cancelled in accordance with these Membership Terms. The monthly membership fee is inclusive of GST. You will be charged at the beginning of your monthly Membership cycle and will receive access for the following month.
- 6.1.2.** Annual Membership: On an annual basis until your Membership is cancelled in accordance with these Membership Terms. The annual membership fee is inclusive of GST. You will be charged on the anniversary of your annual membership and will receive access for the following year.
- 6.2.** **You acknowledge that your Membership will automatically renew on a monthly or annual basis (or such other intervals as agreed in writing between you and Peloton) and that the applicable membership fee will be charged upon this renewal(s). This automatic renewal will continue until cancelled by you or**

**Peloton in accordance with these Membership Terms. The membership fee for the renewal will be the then-current membership fee that applies to the specific Membership that you have. Any increase in your membership fee will be notified to you in advance of renewal and if you do not agree with the increase, you will have the opportunity to cancel your Membership prior to renewal (see Section 6.9 for more information on price increases and cancellation).**

- 6.3.** The first payment of the membership fee shall be taken as follows:
- 6.3.1. All-Access Membership: when you activate your Membership on your Peloton Fitness Equipment;
  - 6.3.2. Guide Membership: when you activate your Membership on your Peloton Guide; or
  - 6.3.3. App Membership: when you submit your Membership order.
- 6.4.** If your Membership starts with a free trial, we will collect your payment details at the time you place your order, but you will not be charged. If you cancel your Membership before the end of your free trial, no payment will be taken and your Membership will end on the last day of your free trial period. If you do not cancel before the end of your free trial, you will move onto a paid Membership, which will start on the day after the last day of your free trial period. The first payment of the membership fee will be taken on the first day of your paid Membership. If you would like more information about free trials and other promotions, please see Section 10.
- 6.5.** You must use one of the payment methods offered on our Website to pay your membership fee. Your membership fee will be taken from this payment method using the payment details provided by you at point of purchase if you purchase your Peloton Fitness Equipment directly from Peloton (unless subsequently updated by you at activation or in your Peloton account). If you purchase your Peloton Fitness Equipment from an authorised third party retailer, you will need to provide your payment details when you activate your equipment. Your payment details are recorded in your Peloton account and you can update your payment method or pause or cancel your Membership at any time by going to your account settings at <https://www.onepeloton.com/mymembership>.
- 6.6.** You authorise us to take payment for your membership fee using the payment card registered to your account at the time the payment is due, without the need for you to re-enter your payment details each time. If you update your payment card, you authorise us to take all future payments using the new payment card without requiring you to re-enter your payment details.
- 6.7.** If we do not receive your membership fee by the due date for payment, we reserve the right to suspend your Membership until any outstanding fees are paid.
- 6.8.** You may be given the opportunity to prepay your Membership for a period of one or more months. **At the conclusion of a prepaid period, unless you cancel prior to renewal, your Membership will automatically**

**continue on a month-to-month basis at the then-existing non-promotional price for your Membership. Your Membership will not automatically terminate at the conclusion of this prepaid period.**

- 6.9.** Peloton reserves the right to change the membership fee for monthly and/or annual Memberships at any time. If we decide to amend the membership fee, we will provide at least thirty (30) days' notice to you of the new membership fee and the date on which the new membership fee will take effect. The new membership fee shall take effect from your next payment date following this date unless otherwise communicated by Peloton. You are entitled to cancel your Membership if you do not agree to the new membership fee in accordance with Section 7.6.
- 6.10.** You must inform Peloton immediately if your payment method is blocked (e.g. in the event of loss or theft) and provide an alternative means of payment.
- 6.11.** If you believe you have been billed in error for a Membership, please notify us by contacting our Member Support Team by using the contact details in Section 1.
- 6.12.** Your authorisations in this Section 6 also apply to our payment processors and any other companies who act as billing agents for us.

## **7. Terminating your Membership**

### **Your right to cancel after a Home Trial:**

- 7.1.** We offer eligible customers a 30-day Home Trial on certain Peloton Fitness Equipment bought from our Website. If you have purchased a Membership with your Peloton Fitness Equipment, this means you can also cancel your Membership under the Home Trial and receive a refund. For more information on Home Trial, including about your return and refund rights, see our Home Trial Terms. The return and refund rights that apply to our Home Trial are additional to and do not affect your legal cancellation rights, which are described below.

### **Your rights if you exercise your right to cancel and return your Peloton Bike, Peloton Bike+ or Peloton Tread under our discretionary policy:**

- 7.2.** If you exercise your right to return your Peloton Bike, Peloton Bike+ or a Peloton Tread under our discretionary return policy set out in the Peloton Website Purchase Terms, and you do not wish to continue with your Membership, you can terminate your Membership. If you do so, and you have used your Membership:
  - 7.2.1.** we will not refund your Monthly Membership fees paid as at the date you exercise your right; and
  - 7.2.2.** if you have purchased an Annual Membership, we will refund to you any pre-paid membership fees that relate to the period after termination, such refund to be calculated on a pro-rata basis by reference to the number of months remaining in the year of your Membership.



### **Your rights if there is a problem with your Membership:**

- 7.3.** The cancellation rights for the Home Trial and those associated with the return of a Peloton Bike, Peloton Bike+ or Peloton Tread under our discretionary policy described in the Peloton Website Purchase Terms, set out in Sections 7.1 to 7.2, do not affect your legal rights if there is something wrong with your Membership.
- 7.4.** As a consumer, you are entitled to certain consumer guarantees under the Australian Consumer Law in respect of goods and services purchased from us, and certain remedies under the law if we fail to comply with consumer guarantees. These consumer guarantees and your legal rights under the Australian Consumer Law are not impacted by our discretionary return or cancellation policies, Home Trial terms or express warranties, or limited by a defined timeframe.
- 7.5.** You can find out more about your legal rights in Section 17. If you think there is a problem with your Membership, please contact us using the contact information in Section 1. We will let you know what to do next.

### **Your right to cancel if we make a change that detrimentally affects your rights:**

- 7.6.** You have the right to terminate your Membership if Peloton makes a change to these terms (or terms incorporated by reference) that detrimentally affects your rights (such as, for example, an increase in membership fees), or if Peloton makes a change to your Membership which materially detrimentally affects the service provided to you. We will provide you with at least thirty (30) days' notice before we make such changes and you will have the option to cancel your Membership before such changes come into force. If you exercise your rights to terminate your Membership, Peloton will refund you on a pro rata basis for the remaining period of your Membership.

## **8. Our right to terminate your Membership**

- 8.1.** We have the right to end or suspend your Membership(s) and/or your Peloton account and/or user profile if:
  - 8.1.1.** you do not meet, or you have ceased to meet, the eligibility requirements set out in these Membership Terms;
  - 8.1.2.** you are in breach of these Membership Terms, our Terms of Service and/or any of our other terms or policies;
  - 8.1.3.** you don't make any payment to us when it is due and you still don't make payment within ten (10) days of our reminding you that payment is due;
  - 8.1.4.** you have provided false or inaccurate information to us, which may include but is not limited to, your name, address and payment information;

- 8.1.5. you behave in a way which is threatening, abusive or harassing to Peloton employees, agents or other Peloton Members and/or users, including for example, making threats to physically harm or damage property;
- 8.1.6. you engage in conduct that is a violation of any applicable law (including, without limitation, copyright and intellectual property laws); or
- 8.1.7. we suspect, or have reason to suspect, acting reasonably, that your Membership is being accessed in a commercial setting or is for commercial use. In such circumstances, we may (in our discretion) offer to convert your Membership to a commercial subscription subject to Peloton's commercial terms and conditions (which are available on request). You understand and agree that conversion of a Membership to a commercial subscription may be subject to additional fees and requirements as provided to you by Peloton.

We will try to give you reasonable notice if we intend to end or suspend your Membership(s) and/or Peloton account/user profile for the reasons set out above, but we may end or suspend your Membership(s) and/or Peloton account/user profile immediately, without notice, where there is a real risk of loss or harm to us or other Members by letting your Membership(s) and/or Peloton account/user profile continue.

- 8.2.** We have the right to end or suspend your Membership(s) or your Peloton account/user profile if 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 Peloton membership services, or if we are affected by an Event Outside Peloton's Control (see Section 18) that means we are unable to continue to provide access to your Membership(s) and/or your Peloton account/user profile. We will try to give you reasonable notice if we intend to end or suspend your Membership(s) and/or Peloton account/user profile for these reasons, but we may end or suspend your Membership(s) and/or Peloton account/user profile 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 Members by letting your Membership(s) and/or Peloton account/user profile continue.

- 8.3.** In the event of suspension / termination, the following shall apply to you:

- 8.3.1. your licence to use the Content (granted at Section 19) provided in connection with the Membership will be suspended / terminated (as applicable);
- 8.3.2. if your Membership is terminated, all usage and performance data relating to your use of your Membership may be deleted (please see our [Privacy Policy](#) for more information about how we process your personal information);
- 8.3.3. if we terminate your Membership for any of the reasons set out in Section 8.1, you are liable to us for any actual loss or damage arising from your serious breach and the early termination of your contract, except to the extent that any of the loss or damage is caused by the negligence or wilful

misconduct of Peloton or a representative of Peloton. Where applicable, a reasonable amount reflecting our actual loss will be deducted from any refund due to you (if any) of pre-paid membership fees relating to any period after termination. When calculating any refund in relation to an annual Membership, we reserve the right to disapply the benefit of any saving you have received as a result of paying membership fees annually instead of monthly. Refunds will be calculated on a pro-rata basis by reference to the number of days remaining in the relevant month or year of your Membership;

8.3.4. if we terminate your Membership for any of the reasons set out in Section 8.2, we will refund to you any pre-paid membership fees that relate to the period after termination, such refund to be calculated on a pro-rata basis by reference to the number of days remaining in the relevant month or year of your Membership; and

8.3.5. any Member accessing Content using a user profile connected to a Membership will also lose access to the Content.

8.4. If you wish to resume your Membership after any suspension, a restoration of service fee may apply (except where the suspension was to comply with any applicable law or regulation or the result of an Event Outside Peloton's Control (see Section 18)). This fee is in addition to all past due unpaid membership fees and other fees.

## **9. Your responsibilities**

9.1. The Membership Holder must make sure that activity under their Membership, including any activity by other Members using the Membership Holder's Membership, complies with our Terms of Service and these Membership Terms.

9.2. Members must not allow others to use their Peloton account or user profile; this includes providing your username and password to third-party developed applications to connect to your Peloton account or user profile for any reason. You must safeguard the confidentiality of your password and not share these details with any third party. If you are using Peloton Fitness Equipment that others have access to, you should log out of your Peloton account or user profile after use. If you become aware of an unauthorised access to your Peloton account or user profile, you must change your password and notify our Member Support Team immediately.

9.3. You are responsible for providing, at your own expense, all equipment necessary to use the Membership, which may include, but is not limited to, the Peloton Fitness Equipment and accessories of your choosing, a TV screen or monitor, mains power and internet.

9.4. You are responsible for ensuring that all information in your Peloton account or user profile is always up-to-date and accurate. If you fail to keep your account or user profile information up to date, you

acknowledge that we may have to suspend or terminate your Membership (see Section 8 for more information).

**9.5.** Unless we give you permission in writing, you agree not to, and agree not to encourage or enable any other person to:

- 9.5.1. reproduce, archive, modify, distribute, sell, transfer, create derivative works from, decompile, reverse engineer or disassemble any part of the Peloton websites, Peloton mobile applications and Peloton Fitness Equipment platforms through which the Content is made available (collectively, "**Peloton Platform**");
- 9.5.2. interfere with or damage the Peloton Platform (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 the Peloton Platform is displayed in a user's browser or device;
- 9.5.3. use any robot, script, spider, crawler, scraper or other automated means to search or access the Peloton Platform (except for standard search engine technologies);
- 9.5.4. download and/or install any third party software and/or application on any Peloton Fitness Equipment (excluding assistive technologies that are necessary for your own use of the Peloton Fitness Equipment);
- 9.5.5. attempt to probe, scan or test the vulnerability of any Peloton system or network or breach any security or authentication measures in place;
- 9.5.6. bypass any territorial restrictions, including IP address-based restrictions, that may be applied to the Peloton Platform;
- 9.5.7. use the Peloton Platform for the benefit of any third party, including by using any automated system or software to extract content or data for commercial purposes (except where you or any applicable third party has entered into a written agreement with us that permits such activity);
- 9.5.8. access, use or exploit the Peloton Platform in any manner (other than as expressly permitted by these Membership 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;
- 9.5.9. use the Peloton Platform 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

- 9.5.10. use the Peloton Platform 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.

## 10. Promotions

- 10.1. Peloton may offer additional promotions or discounts related to Memberships from time to time. Please read the details of those offers carefully, as any additional terms presented to you during the signup process will form part of these Membership Terms.
- 10.2. Any free trial or other promotion relating to Membership must be used within the specified time frame of the trial or promotion.
- 10.3. You will be required to have a valid payment method on file in order to initiate a free trial; in this case, **if you do not cancel before your free trial period ends, your free trial will be converted to a paid Membership and your Membership will automatically renew on a monthly or annual basis (or at such other intervals as agreed in writing between you and Peloton or as stated in any additional terms that apply to the relevant promotion). This automatic renewal will continue until cancelled by you or Peloton in accordance with these Membership Terms.**

## 11. Peloton Live Classes

- 11.1. Your Membership may include Peloton classes which are streamed live and available for you to participate in at home. All live-streamed classes are made available via either a web browser, the Peloton Fitness Equipment or the Peloton App. Due to a high demand for certain live-streamed Peloton classes, you may on occasion experience a reduced streaming speed and/or quality. In such circumstances, we will not refund any applicable membership fee (in full or in part). **Your Membership does not include access to in-studio live classes. Our in-studio experience is a separate service and is not covered by these Membership Terms.**
- 11.2. Whilst we will endeavour to deliver our advertised live class schedule, there will be occasions when we need to make changes (e.g. an instructor is not available, or a class needs to be shortened or cancelled). In such circumstances, we reserve the right to make changes and amendments to the impacted live class or the schedule more generally. We try to update the schedule as early as we reasonably can if we need to, so you have notice, but we may not always be able to do so. **In such circumstances, we will not refund any applicable membership fee (in full or in part).**
- 11.3. We want our Peloton classes to be a friendly, fun and safe environment so you must make sure you behave appropriately when using the Peloton Fitness Equipment, the Content, the Website and/or your Membership in line with the Terms of Service and Peloton Community Guidelines. We reserve the right at all times and in our sole discretion to remove and/or block you from attending a Peloton live class if we consider your behaviour to be inappropriate.

## **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 the Peloton Platform or otherwise make available to Peloton, including by posting to our social media channels. All User Generated Content must comply with the Peloton Community Guidelines and Moderation Policy, the most up-to-date version of which can be found at: <https://www.onepeloton.com/en-AU/community-user-content-moderation-policy>.
- 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 Membership Terms or the Peloton Community Guidelines and Moderation Policy.
- 12.3.** By submitting or uploading any User Generated Content, 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 the Peloton Platform 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 Membership Terms and/or any other Peloton terms or policies (see Section 2.6). 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 publicly. 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. Dealing with Members | Relationships with Third Parties**

- 13.1.** You agree to abide by the Peloton Community Guidelines and Moderation Policy, the most up-to-date version of which can be found at: <https://www.onepeloton.com/en-AU/community-user-content-moderation-policy>.
- 13.2.** When interacting with other Peloton Members and/or users, 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 the Peloton Fitness Equipment, Peloton Website, Content and/or Membership, 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 (for example, your interactions with other members on social media) so we cannot accept any responsibility or liability for those relationships.

**14. Third Party Software and Applications**

- 14.1.** Downloading and/or installing any third party software and/or applications that are not expressly authorised by Peloton on any Peloton Fitness Equipment or other Peloton hardware constitutes a breach of these Membership Terms. Any such downloading or installation is done at your own risk and will void any applicable warranty or support commitments by Peloton.

**15. Downloading and Using the Peloton App available through the Apple and Google App Stores**

- 15.1.** The Peloton App is available via the Google Play Store for mobile phones and other devices using the Android operating system and via the Apple App Store for mobile phones and other devices using the iOS operating system.
- 15.2.** These Membership Terms incorporate the Apple Media Services Terms and Conditions ("Apple Terms") and/or the Google Play Terms of Service ("Google Terms"). You agree to comply with the Apple Terms and/or the Google Terms (as applicable), in particular as regards to any usage restrictions set out in such terms. If and to the extent that there is any conflict or inconsistency between (a) these Membership Terms; and (b) the Google Terms and/or the Apple Terms (as applicable), the Apple Terms and/or the Google Terms will take priority to the minimum extent necessary to resolve the conflict.
- 15.3.** Peloton reserves all rights in and to the Peloton App not expressly granted to you under these Membership Terms. Subject to your compliance with these Membership Terms, Peloton grants to you a limited non-exclusive, non-transferable, revocable licence, with no right to sublicense, to download and install a copy of the Peloton App on a device that you own or control and to run such copy of the Peloton App solely for your own personal non-commercial purposes. You may not copy the Peloton App, except for

making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Membership Terms, you may not:

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

**15.4.** The following terms apply to any Peloton App accessed through or downloaded from the Google Play Store or the Apple App Store (each an “App Provider”). You acknowledge and agree that:

- 15.4.1. these Membership Terms are between you and Peloton, and therefore Peloton (not the App Provider) is solely responsible for the Peloton App;
- 15.4.2. the App Provider has no obligation to provide any maintenance or support services for the Peloton App;
- 15.4.3. if the Peloton App fails to conform to any applicable warranty, you may notify the App Provider, and, where applicable, the App Provider will refund the purchase price for the Peloton App to you. To the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the Peloton App. Any other claims, losses, liabilities, damages, costs or expenses attributable to the Peloton App’s failure to conform to any warranty will be the sole responsibility of Peloton;
- 15.4.4. the App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the Peloton App or your possession and use of the Peloton App, including, but not limited to: (a) product liability claims; (b) any claim that the Peloton App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation;
- 15.4.5. in the event of any third party claim that the Peloton App or your possession and use of that Peloton App infringes that third party’s intellectual property rights, Peloton will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service;
- 15.4.6. Apple Inc. and its affiliates (“Apple”) are third-party beneficiaries of these Membership Terms as related to your licence to use the Peloton App, and that, upon your acceptance of these Membership Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Membership Terms as related to your licence of the Peloton App against you as a third party beneficiary thereof;



- 15.4.7. you must comply with all applicable third party terms of service when using the Peloton App; and
- 15.4.8. you represent and warrant that: (a) 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; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **16. Safety Warning**

- 16.1. Before purchasing Peloton Fitness Equipment or participating in any Peloton classes (whether through the Apps or otherwise), you (and any other intended user of the Peloton Fitness Equipment) must have been cleared to use the Peloton Fitness Equipment by a medical professional and have satisfied yourself that you are able to comply fully with all safety precautions and instructions specified in the user manual for the relevant Peloton Fitness Equipment. If you have any concerns or questions about your health and/or whether you can use the Peloton Fitness Equipment safely, you should always consult with a qualified medical professional. Any information and/or advice provided by us or on our behalf in connection with your use of the Peloton Fitness Equipment is for entertainment and/or informational purposes only and is not intended to provide medical advice.
- 16.2. You must not use the Peloton Fitness Equipment or participate in any Peloton classes (whether through the Apps or otherwise) if you are pregnant, breastfeeding or lactating unless you have been specifically cleared to do so by a medical professional.
- 16.3. You must not use the Peloton Fitness Equipment if you do not meet the age and/or height and/or weight and/or any other requirements set out in the applicable Peloton Fitness Equipment user manual. User manuals for Peloton Fitness Equipment can be found [here](#).
- 16.4. You must only use the Peloton Fitness Equipment indoors in a location that meets the safety and other requirements specified in the user manual.
- 16.5. Children who are under the minimum age required to use the Peloton Fitness Equipment and pets must be kept away from the Peloton Fitness Equipment at all times.

## **17. Responsibility for loss and damage**

- 17.1. We have a legal duty to provide goods and services that conform with the contract. Consumers also have certain legal rights when purchasing goods and services. These are also known as “statutory rights”, as they are derived from laws such as the Australian Consumer Law. We honour our legal duty to provide you with goods and services that are as described to you on our Website and that meet all the requirements imposed by law, including any applicable consumer guarantees under the Australian Consumer Law. Nothing in these Membership Terms 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, for fraud or for fraudulent misrepresentations, or for breach of applicable consumer guarantees under the Australian Consumer Law. More detailed information about your legal rights is available from local consumer protection agencies (eg, NSW Fair Trading, at [www.fairtrading.nsw.gov.au/](http://www.fairtrading.nsw.gov.au/)) or the Australian Competition and Consumer Commission ([www.accc.gov.au](http://www.accc.gov.au)).

**17.2.** You agree not to purchase any Membership for any commercial or business purpose, and we have no liability to you for any business losses for example loss of profit, loss of business, business interruption, or loss of business opportunity.

**17.3.** Subject to what we say in Section 17.1, we do not accept responsibility for any loss or damage that:

17.3.1. was not caused by us breaching these Membership Terms;

17.3.2. was not, at the time you agreed to these Membership Terms, a reasonably foreseeable consequence of us breaching these Membership Terms (loss or damage if foreseeable if either it is obvious that it will happen or if, at the time these Membership Terms were entered into, both we and you knew it might happen); or

17.3.3. was caused by an Event Outside Peloton's Control (as long as we have taken the steps set out in Section 18 below).

## **18. Events outside Peloton's control**

**18.1.** Peloton will not be liable or responsible for any failure or delay in its performance under these Membership Terms that is caused by an event outside Peloton's reasonable control.

**18.2.** For the purpose of these Membership Terms, 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**").

**18.3.** 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. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial, you can contact our Member Support Team by using the contact details in Section 1 to end the contract between us and receive a refund for any Membership you have paid for in advance, but not received.

## **19. Intellectual Property**

We grant Members and Membership Holders a limited non-exclusive licence to access and use the Content for personal, non-commercial purposes for as long as the associated Membership remains

active. The licence is conditional on your continued compliance with these Membership Terms and the [Peloton Intellectual Property and DMCA Policy](#). We reserve the right to terminate the licence immediately if you breach these Membership Terms and/or the [Peloton Intellectual Property and DMCA Policy](#). The licence is personal and may not be transferred, assigned or sub-licensed to anyone else. The licence will expire automatically on the termination of the associated Membership.

## **20. Notices**

You understand that we may contact you electronically if we need to provide you with a notice, contract or other information. We may communicate with you by email (using the email associated with your Peloton account) or by posting a communication on our Website or via a push notification to your Peloton Fitness Equipment or the Peloton App.

## **21. Data protection**

Your privacy is important to us. We will collect, store and process your personal information in accordance with our [Privacy Policy](#) and our [Cookie Policy](#). 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 Website.

## **22. Governing Law and Jurisdiction**

These Membership Terms 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.

## **23. Other important legal terms**

- 23.1.** If any part of these Membership Terms is found to be invalid or unenforceable by any court or authority, that provision will be removed from these Membership Terms and the remaining provisions will continue to apply.
- 23.2.** Even if we delay in enforcing these Membership Terms, we can still enforce it later. We might not immediately chase you for not doing something you should do under these Membership Terms (for example, paying), or for doing something that you're not allowed to do, but that doesn't mean we can't do it later.
- 23.3.** Any right or remedy that you or we are entitled to under these Membership Terms 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.
- 23.4.** You may not transfer your rights or your obligations under these Membership Terms without getting our consent in writing first.

- 23.5.** We can transfer our rights and obligations to another company under these Membership Terms. We'll tell you in writing if this happens and we'll make sure that this transfer doesn't affect your rights or services under the contract.
- 23.6.** These Membership Terms 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.
- 23.7.** You agree that you will not export, re-export, or transfer any Peloton products or services (including software or other digital products) that you have purchased from Peloton to any country, individual, corporation, organisation, or entity to which such export is restricted or prohibited by law. For example, economic sanctions and embargoes imposed by the European Union, the United Nations, US Departments of State, Treasury or Commerce, UK HM Treasury, and other government authorities (such as embargoes imposed on specific countries, or economic sanctions imposed on individuals or companies for terrorism or money laundering offences) may prohibit you from taking Peloton products to other countries, even for your own personal use, and/or sending products (whether physically by mail or digitally via email or file-sharing) to particular individuals, corporations, organisations or entities. In addition, you agree that you will not purchase any product or service from the website if you are subject to restrictive measures (sanctions). You agree to comply strictly with all applicable export laws and regulations.