

Peloton Service Plan

By clicking that You accept these terms and conditions of the Service Plan during checkout, You acknowledge and agree that (i) You have read this Service Plan in its entirety and fully understand its contents, including, without limitation, the terms, conditions, procedures and limitations set out herein, (ii) You have received a copy of this Service Plan, (iii) You have had an opportunity to correct any errors in this Service Plan, (iv) Your acceptance of this Service Plan is voluntary and is NOT a condition to the purchase of the Product or any subscription, (v) You agree to be bound by this Service Plan and (vi) You expressly agree to the receipt of electronic communication from Us for purposes consistent with Your rights and responsibilities contained in this Service Plan (which you may opt out of at any time by [contacting us](#)).

It is fully understood by You that the Services available under this Service Plan apply only to the specific Product purchased. Your cancellation rights relating to this Service Plan are set out in Part F below. We extend this Service Plan to You, which applies only to the non-commercial, in-home, indoor use of the Product. Any other use of the Product shall void this Service Plan. This Service Plan applies only to defects discovered within the applicable Term. Additional exclusions and limitations apply, as further described in this Service Plan.

A. DEFINITIONS

In this Service Plan, capitalized words in bold type have the following definitions:

- **\$** means Canadian Dollars.
- “**Applicable Provinces**” means the provinces in Canada to which this Service Plan applies, being British Columbia, Alberta, Saskatchewan, Manitoba and Ontario, so long as the Product is purchased and used in such provinces.
- “**Business Address**” means the address of Peloton where notices under this Service Plan can be sent, being 441 Ninth Avenue, 6th Floor, New York, NY, 10001; phone number: 833-821-0099; and email: support@onepeloton.com.
- “**Cancellation Rights**” means Your rights to cancel this Service Plan, as set out in Part F below.
- “**Covered Product**” means the Peloton product purchased by Customer that is covered by this Service Plan.
- “**Customer**”, “**You**” and “**Your**” means the customer purchasing this Service Plan.
- “**Effective Date**” means the day after expiration of the twelve-month limited warranty provided by the manufacturer of Your Covered Product and is the date that the Service under this Service Plan becomes available to Customer.

- “**Obligor**”, “**Our**”, “**We**”, “**Us**” and “**Our**” and “**Peloton**” means Peloton Interactive, Inc., and its successors and assigns.
- “**Purchase Date**” means the date that this **Service Plan** is purchased by Customer.
- “**Service**” means the repair or replacement completed in accordance with this **Service Plan**.
- “**Term**” begins on the **Effective Date** of this **Service Plan** and ends on the date specified in Your order confirmation email, as determined by the election **You** make during checkout.
- “**Total Contract Price**” means the total price of this **Service Plan**, as set out in **Your** purchase confirmation details.

B. APPLICABLE TERM AND SERVICES

This **Service Plan** is an extension of Peloton’s twelve-month limited manufacturer’s warranty. The **Term** of this **Service Plan** begins on the **Effective Date** and continues for **Your** applicable **Term** elected during checkout, as indicated in Your order confirmation email.

C. EXCLUSIONS AND LIMITATIONS

Who and what is covered:

- This **Service Plan** is not transferable and will only apply to the twelve-month limited warranty holder of the **Product**.
- If a defect arises in the **Covered Product** within the applicable **Term**, **Your** sole and exclusive remedy is for **Us** to either replace or repair the defective or malfunctioning **Covered Product** or component with the same or a comparable model. This **Service Plan** covers labour costs for repairs or replacements made under this **Service Plan** during **Your** selected **Term** from the **Effective Date** of this **Service Plan**. The decision as to whether to repair or replace is at **Our** discretion, to the extent permitted by law.
- This **Service Plan** will cover any replaced or repaired component for the remainder of the original **Term** or 30 days, whichever is longer, or for any additional period that is required by applicable law.

What is NOT covered:

- Peloton accessories purchased to use with the Covered Product.
- Any other **Peloton** products or services, non-**Peloton** products or labour, units that are, or that **Peloton** reasonably believes to be, stolen, counterfeit, or purchased from an unauthorized distributor or reseller.

- **Products** purchased or used outside of the **Applicable Provinces**. This **Service Plan** will be invalid and have no force or effect if the **Product** is located outside of the **Applicable Provinces**.
- Products that are missing serial numbers.
- Software, even if sold with or embedded in the **Covered Product**, or Internet connectivity. Peloton does not represent or warrant that the operation of the **Covered Product** will be uninterrupted or error-free.
- Damage or equipment failure due to normal wear and tear, improper or negligent assembly, maintenance, installation, relocation, or repair (other than that caused by a **Peloton** authorized service technician).
- Use of the **Covered Product** with parts or accessories from third parties, or with parts or accessories not originally intended for or compatible with the **Covered Product**.
- Any use of the **Covered Product** contrary to the instructions in the **Product Manual** that accompanied the **Covered Product**. Digital copies of Product Manuals for all Peloton Products are available at <https://support.onepeloton.com/hc/en-ca>.
- Damage or equipment failure due to accident, abuse, improper or abnormal use, lack of proper maintenance or neglect.
- Damage or equipment failure due to corrosion, discoloration of paint or plastic (or any other change in cosmetic appearance that does not affect performance), electrical wiring, power reduction, power fluctuation or power failure from whatever cause, collision or introduction of foreign objects.
- Damage or equipment failure due to vandalism, fire, flood, wind, lightning, freezing, unusual atmospheric conditions or other natural disasters or weather events, acts of God or acts of war or terrorism of any kind.
- Theft.
- Damage or equipment failure due to modifications that are unauthorized or not recommended by **Peloton**.
- Incidental or consequential damages: **Peloton** is not responsible or liable for indirect, special, incidental, punitive or consequential damages, economic loss, loss of property or profits, loss of enjoyment or use, or other consequential damages of any nature whatsoever in connection with the purchase, use, repair or maintenance of the **Covered Product** or any parts.
- **Peloton** does not provide monetary or other compensation for any incidental or consequential damages or any repair or replacement parts costs in connection therewith, including but not limited to gym membership fees, work time lost, cost of substitute equipment, diagnostic visits, maintenance visits or transportation.

- If the **Covered Product** is used for commercial purposes or for any use other than household use.
- Any attempt to move or repair fitness equipment creates a risk of injury and property damage. **Peloton** is not responsible or liable for any damage or injury incurred during, or as a result of, any move, repair or attempted repair of equipment by anyone other than a **Peloton** authorized service technician. All moves or repairs attempted by **You** or anyone acting as **Your** agent are undertaken **AT YOUR OWN RISK** and **Peloton** shall have no liability for any injury to person or property arising from such attempted moves or repairs.
- Components of the **Covered Product** that are inaccessible due to the addition of after-market equipment, or where such after-market equipment or the installation thereof has altered the original **Covered Product** configuration.
- Where permitted by law, replacement units, parts and electronic components reconditioned to as-new condition by **Peloton** or its vendors may sometimes be supplied as replacements and constitute fulfillment of the terms of this **Service Contract**.
- Any loss where **You** or any person on **Your** behalf falsely swears or commits any fraudulent act with respect to any request for **Service**.

D. HOW TO OBTAIN A REPAIR OR REPLACEMENT

- To be eligible for **Service** under this **Service Plan**, upon the discovery of any nonconformity or defect within the applicable **Term**, **You** must contact the Peloton Member Support team by:
 - calling us at 833-821-0099
 - chat with one of our Member Support Agents by [clicking here](#)
- You will be asked to provide **Peloton** with the serial number of the **Covered Product** and the dated receipt, or other proof of purchase indicating the date purchased. Requests for **Service** must be made within the applicable **Term**.

E. GENERAL TERMS

- This **Service Plan** may be purchased at any time within one (1) year of the purchase of the **Covered Product**, subject to providing **Us** with the serial number of **Your Product** and the dated receipt, or other proof of purchase indicating the date purchased.
- All dollar amounts referred to in this **Service Plan** are stated in Canadian Dollars (\$).
- Any fraudulent activity on the part of the **Customer** under this **Service Plan** will be prosecuted to the full extent of the law.

- The sections and paragraph headings used in this **Service Plan** are used for convenience only and do not in any way affect the interpretation of this **Service Plan**.
- Any disputes between **You** and **Peloton** related to this **Service Plan** will be governed by the then- current dispute resolution procedures in Peloton's Terms of Service, available at <https://www.onepeloton.ca/terms-of-service>.
- This **Service Plan**, Peloton's Terms of Service and Peloton's Privacy Policy constitute the entire agreement between **You** and **Us** relating to the subject matter hereof.
- You are not required to pay a deductible for any **Services** under this **Service Plan**.
- **THIS SERVICE PLAN IS NOT A WARRANTY OR AN INSURANCE CONTRACT.**
- *This **Service Plan** (i) is the exclusive service plan given by **Peloton**, (ii) sets out the full extent of **Our** responsibilities and (iii) supersedes any prior, contrary or additional representations. We expressly disclaim and shall not be bound by any other representation, condition, statement or warranty, whether express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose. This exclusion applies even if this **Service Plan** fails of its essential purposes and regardless of whether damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory. This **Service Plan** gives you specific legal rights, and you may also have other legal rights, which vary from province to province.*

F. CANCELLATION RIGHTS

If this **Service Plan** is cancelled by **You** within thirty (30) days from the **Purchase Date**, **You** will receive a refund of the **Total Contract Price via the same payment method used for your purchase of the Service Plan**. If this **Service Plan** is cancelled by **You** after thirty (30) days from the **Purchase Date**, you will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the **Total Contract Price** (whichever is less).

To initiate the cancellation process, **You** must contact **Us** at 833-821-0099 and the cancellation will be deemed to be effective on the date **You** contact us.

We can only cancel this **Service Plan** in the case of fraud, material misrepresentation, non-payment by **You** or if required to do so by a regulatory authority. Notice of such cancellation will be sent to **You** at least thirty (30) days prior to cancellation and will include the effective date of such cancellation and the reason for such cancellation. If **We** cancel this **Service Plan**, **You** (except in the case of fraud, material misrepresentation or non-payment, or if **You** sell or otherwise transfer **Your Product** except if given as a gift in compliance with the terms hereof) will receive a refund of the **Total Contract Price via the same payment method used for your purchase of the Service Plan**.

G. PRIVACY NOTICE

In connection with this **Service Plan**, **We** will collect and use the following personal information about **You**: name, email address, phone number, mailing address, the details of your purchase(s), and **Your** credit card information or banking information, depending upon the method of payment **You** select. Such information will be used for the purposes of administering this **Service Plan**, including evaluating and processing any request(s) for **Service** from **You**. Certain personal information will be collected by and/or shared with **Our** service providers, which currently include third party organizations providing some of the services stated in Section 3.2 of [Peloton's Privacy Policy](#). **Your** personal information may also be collected, used or disclosed (including collection from and disclosure to third parties), as needed, for other purposes permitted by law, including to comply with legal and regulatory requirements, investigate potential breaches of contract or the law, and to detect or prevent fraud. **Peloton and/or its service providers transfer and store Your personal information in countries other than Canada, and therefore, such information will be accessible to courts, law enforcement, and national authorities in such other countries. You may contact Peloton's Privacy Team at privacy@onepeloton.com if: (i) You have any questions about Peloton's collection of Your personal information or the collection, use, disclosure or storage of personal information by Peloton's service providers outside Canada; (ii) You wish to obtain access to written information about Peloton's policies or practices with respect to service providers outside Canada; and/or (iii) You wish to access, update or rectify your personal information. You may also obtain information about Our general policies and practices with respect to processing and storing personal information by reviewing Peloton's Privacy Policy, which is available at: <https://www.onepeloton.ca/privacy-policy>**