

Peloton Service Contract TERMS AND CONDITIONS

Please read these terms and conditions. They describe the contractual rights You will have under this Service Contract in return for Your payment.

Version 4, 16 December 2021

IMPORTANT INFORMATION

- You can enter into this Service Contract within twelve (12) months from the delivery date of Your Covered Product.
- This Service Plan does not affect your statutory rights.
- Retain the purchase confirmation of this Service Contract and any receipts for maintenance services, repairs, updates, or modifications. You may be required to furnish these documents in the event of a claim under this Service Contract.
- This Service Contract is provided by Peloton Interactive UK Limited. It is not an insurance product and insurance regulation does not apply.
- You should operate and maintain Your Covered Product in accordance with the recommended guidelines in the owner's manual. These guidelines are essential to ensure the proper operation of Your Covered Product.
- You may only enter into one (1) Service Contract for the lifetime of Your Covered Product.

A. Definitions

"Contract Expiration Date" means the date that coverage under this Service Contract automatically ends, as indicated on Your purchase confirmation of this Service Contract.

"Covered Product" means the Peloton branded product which You purchased and is covered by this Service Contract.

"Effective Date" means the date after the expiry of Our limited warranty on which this Service Contract automatically becomes effective.

"Force Majeure Event" shall have the meaning attributed thereto in clause 6.

"Service Contract" means these terms and conditions and Your purchase confirmation.

"Territory" means any area which We deliver to in the UK.

"We", "Us" and "Our" means Peloton Interactive UK Limited, the provider of this Service Contract.

"You" and "Your" mean the purchaser of the Covered Product(s).

B. Terms and Conditions

1. Term

This Service Contract term begins on the Effective Date and automatically ends on the Contract Expiration Date, unless it is terminated or fulfilled earlier in accordance with the terms as set out herein, in which case it ends on the earlier of those dates.

2. Coverage

Subject to the limits and exclusions of liability set forth in clause 4 and 7, We may either repair or replace Your Covered Product at Our discretion.

- 2.1 **Repair:** Furnish and pay for authorised repairs to the Covered Product when the Covered Product fails to perform as intended due to a covered mechanical or electrical breakdown during normal usage. Individual parts will be replaced with those of like kind and quality and may be new or remanufactured. The use of non-original parts is permitted.

We will repair Your Covered Product at Your address in the Territory. The Covered Product must be easily accessible to the relevant authorised technician. The authorised technician may opt to remove the Covered Product to perform service in-shop and will return the Covered Product upon completion. In the event a Covered Product must be shipped to a central service facility, We will pay for two-way shipping to the point of repair and thereafter.

- 2.2 **Replacement:** We may, at Our discretion, (a) replace a product component of the Covered Product with a new or refurbished product component; or (b) replace the Covered Product with a product of equal or similar features and functionality. In the event We replace Your Covered Product or a product component, We will pay for shipping of Your Covered Product to Us and for shipping the replacement product to Your home. Replacement units, parts and electronic components and elements reconditioned by Us or Our vendors may sometimes be supplied as a valid replacement under the terms of this Service Contract.

3. **Repair Failures**

During the Term of this Service Contract, after three (3) service repairs have been completed on the same individual part of the Covered Product and that individual part requires a fourth (4) repair, as determined by Us, We will replace the Covered Product with a product of equivalent features and functionality. This policy does not apply to any repairs performed during the limited warranty period.

4. **Limits of Liability**

Our maximum liability during the term of this Service Contract shall not exceed the original purchase price of the Covered Product, as indicated on Your purchase confirmation, excluding tax and delivery costs. To this end, this Service Contract will be deemed fulfilled earlier than the Contract Expiration Date in case the total cost of repairs/replacement exceeds the original purchase price of Your Covered Product. The limit of liability as set out in this clause includes any costs for access, diagnosis, repair, replacement and delivery of replacement product during the term of this Service Contract. We are not responsible for any loss of Your data under or in connection with this Service Contract.

5. **Repair or Replacement Requests**

If You wish to request support in respect of Your Covered Product, please call Our customer service free-phone number at 0808 169 6469. All repairs or replacements must be authorised by Us in advance of the repair or replacement being undertaken. Our services may be denied where Your Covered Product has been subject to unauthorised repairs.

6. **Force Majeure**

We shall not be in breach of our obligations under this Service Contract or incur any liability to You for any losses or damages of any nature whatsoever incurred or suffered by You if and to the extent that We are prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event. For the purposes of this Service Contract a "**Force Majeure Event**" shall include but not be limited to acts of God, riots, acts of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder, a strike or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected services under this Service Contract and which is not attributable to any unreasonable action or inaction on Our part or any of Our subcontractors or suppliers, tempest, earthquake or any other natural disaster of overwhelming proportions, specific incidents of exceptional adverse weather conditions, epidemic, pandemic, disease outbreak or public health crisis, or other unforeseeable circumstances beyond Our control. Upon completion of the Force Majeure Event We will as soon as reasonably practicable recommence the performance of Our obligations under this Service Contract.

7. **What is Not Covered**

This Service Contract does not cover and We have no liability to You for:

- 7.1 any cost, expense, loss or liability not arising under clauses 2.1 and 2.2;

- 7.2 the cost of any repairs to Your Covered Product where Your Covered Product is located outside of the Territory;
- 7.3 the repair or replacement of Your Covered Product where such repair or replacement is covered by Our limited warranty or a recall program;
- 7.4 the repair or replacement of any weights/dumbbells or other accessories that are purchased together with Your Covered Product, unless coverage is explicitly stated at the time of purchase;
- 7.5 periodic check-ups and / or preventative maintenance as directed by Us;
- 7.6 the cost of any repairs where the repairer determines that the defect or fault could reasonably have occurred prior to the Effective Date of this Service Contract;
- 7.7 the repair or replacement of parts that are designed to be periodically replaced during the life of Your Covered Product, including but not limited to batteries, console overlays, handle grips, seat upholstery, pedal straps and pedal inserts;
- 7.8 damage to the Covered Product arising from: accident, abuse, misuse, mishandling, negligence, introduction of foreign objects into the Covered Product; unauthorised repairs, modifications or alterations to the Covered Product, which includes the removal or altering of serial numbers;
- 7.9 damage to Your Covered Product arising from a failure to follow Our instructions and external causes including third party actions, fire, theft, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, flood, water, natural causes;
- 7.10 loss or damage arising from: a delay in servicing Your Covered Product; the loss of use of Your Covered Product during the period that the Covered Product is being repaired or replaced;
- 7.11 any indirect or consequential costs, losses or damages;
- 7.12 cosmetic damage such as peeling, dents, scratches, rust or corrosion which does not affect the functioning of the Covered Product;
- 7.13 repair or replacement of Your Covered Product by unauthorised repairers and/or the repair or replacement of unauthorised parts fitted;
- 7.14 repairs where no fault is found with the Covered Product;
- 7.15 incorrect connection of signal leads or incorrect electrical supply and failure or improper use of any electrical source; and
- 7.16 any failure of Software, even if sold with or embedded in the Covered Product, loss of data, failure of Internet connectivity or electricity supply.

8. Territorial Limitation & Transferability

This Service Contract does not cover any Peloton branded products purchased or located outside of the Territory. This Service Contract is not transferable and provides coverage solely to the original purchaser of the Covered Product or any person receiving the Covered Product as a gift from the original purchaser at the time of original installation.

9. Termination

You may terminate this Service Contract at any time by notifying Us in writing at support@onepeloton.co.uk. If We receive Your termination notice within thirty (30) days of the Effective Date, We will refund You the full price of this Service Contract, provided that You have not received any services under this Service Contract. After thirty (30) days of the Effective Date, You can terminate this Service Contract at any time and We will refund You a pro-rata amount of the paid price for this Service Contract for the remaining months of this Service Contract, provided that You have not received any services under this Service Contract. We may not terminate this Service Contract except for fraud, material misrepresentation or non-payment of premium by You. Notice of such termination shall be made in writing (email to be sufficient) at least thirty (30) days prior to the termination date and shall include the date and reason for termination. Your and Our right to terminate this Service Contract with immediate effect remains unaffected.

10. Complaints

If You wish to complain or are unhappy with the service provided under this Service Contract, please contact Our customer services team at 0808 169 6469 or support@onepeloton.co.uk.

11. Governing Law and Jurisdiction

This Service Contract is a contract of services and is governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise under or in connection with this Service Contract.

12. Data Protection

<https://www.onepeloton.co.uk/privacy-policy>