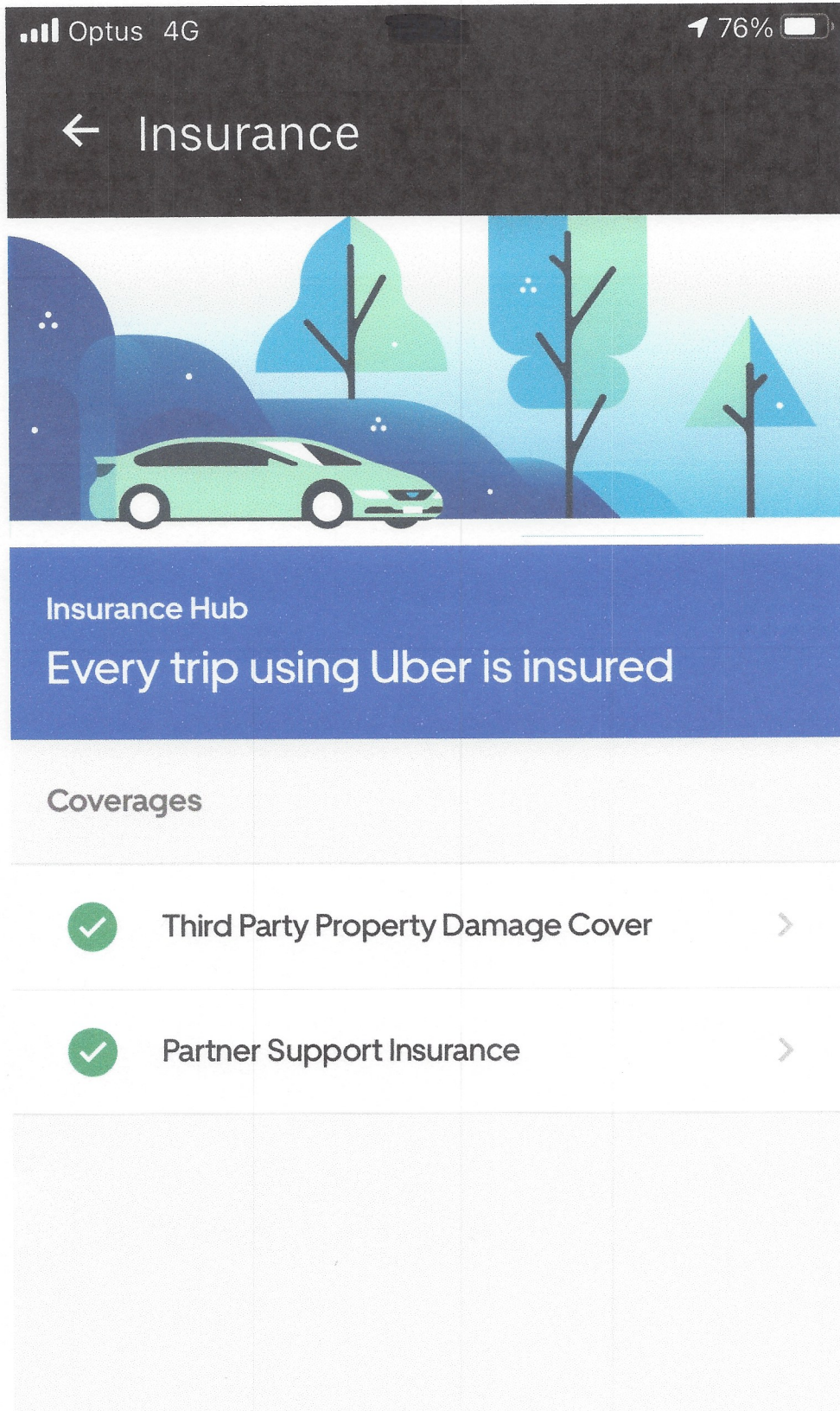


Uber Partner Insurance

Screen Shots of entry into insurance information from iPhone App:



Optus 4G

76%

← Insurance

Partner Support Insurance is provided by

Chubb Insurance Australia Limited

CERTIFICATE OF INSURANCE

Policy Details

Operator

[REDACTED]

Insurer

Chubb Insurance Australia Limited

Policy #

[REDACTED]

Coverage Details

← Insurance

Partner Support Insurance

This insurance offers various types of payments to eligible partners if you are injured during an Uber trip resulting in some common injuries or disability.

Period 2 (On Way) / Period 3 (On Trip)

Accidental Death / Disability

Up to AUD 400,000

Assault Benefit

AUD 5,000

Childcare Benefit

up to AUD 5,000

Fractured Bones

Up to AUD 2,000

Funeral Expenses

← Insurance

Up to AUD 400,000

Assault Benefit

AUD 5,000

Childcare Benefit

up to AUD 5,000

Fractured Bones

Up to AUD 2,000

Funeral Expenses

up to AUD 10,000

Income Supplement Benefit for Bodily Injury

AUD 1,500

Out of Pocket Expenses

up to AUD 5,000

Partner and Dependent Child Supplement



Uber Personal Accident Group Policy

Coverage Summary



This document is a summary only of the Benefits conferred on Covered Persons pursuant to the Uber Personal Accident Group Policy (**Group Policy**) issued by Chubb Insurance Australia Limited to Rasier Pacific Pty Ltd and Portier Pacific Pty Ltd.

A Covered Person needs to read the Uber Personal Accident Group Policy Wording (**Group Policy Wording**) to make sure it matches the Covered Person's expectations. Unless otherwise stated, any terms defined in the Group Policy Wording have the same meaning when used in this document.

This document does not include the full terms, conditions and exclusions of the Group Policy Wording. It is issued for information purposes only. If there is a discrepancy between this document and the Group Policy Wording, the Group Policy Wording will prevail.

Please contact the Group Policyholder for further details of the terms and conditions of the Group Policy Wording. Any claim made under the Group Policy Wording is subject to the terms of the Group Policy Wording.

The Group Policy may be subject to cancellation or amendment at any time.

For full terms, conditions, limitations and exclusion of cover, please refer to the Group Policy Wording.

Policy Number:	[REDACTED]
Group Policyholder:	Rasier Pacific Pty Ltd and Portier Pacific Pty Ltd
Period of Insurance:	
From:	30 November 2019
To:	30 November 2020



Description of Cover

Covered Person(s):	<p>All Delivery Partners and Driver Partners, as defined below.</p> <p>Delivery Partner means an individual who provides delivery services at the request of a third party in connection with the Uber App by walking, riding a Bicycle or Motorcycle, or driving a Car.</p> <p>Driver Partner means an individual who uses a Car to provide transportation services at the request of a third party in connection with the Uber App.</p> <p>Covered Persons must meet the criteria set out under Scope of Cover below.</p>
Scope of Cover:	<p>Cover under the Group Policy Wording either:</p> <ol style="list-style-type: none">1. starts at the time a Delivery Partner accepts a delivery request and ends fifteen (15) minutes after the delivery of the order to the customer or cancellation of the order, whichever is earlier; or2. starts at the time a Driver Partner accepts a transportation request and ends fifteen (15) minutes after the last passenger leaves the Car or the trip is cancelled, whichever is earlier. <p>There is no cover provided under the Group Policy Wording for the Covered Person at any other time, including between Uber deliveries or Uber transportation.</p>

Coverage

Subject to the terms, conditions and exclusions of the Group Policy Wording, including the Scope of Cover above, the following cover is provided:

Bodily Injury

If during the Period of Insurance and while the person is a Covered Person, the Covered Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Events listed in the Table of Events in the Group Policy Wording under Part A, B or C within twelve (12) months, We will pay the corresponding Benefit shown on the Table of Events in the Group Policy Wording.

Part A - Accidental Death & Disability (lump sum)	Part B - Fractured Bones (lump sum)
up to \$400,000 (dependent on the Event)	up to \$2,000 (dependent on the Event)
Part C - Bodily Injury - Temporary Total Disablement (lump sum)	
\$150 per day, for a maximum Benefit Period of thirty (30) days and a maximum Benefit of \$4,500	



Additional Benefits

Subject to the Scope of Cover above, the following Additional Benefits are also available:

Bodily Injury – Income Supplement Benefit (lump sum)	Funeral Expenses (reasonable expenses)
\$1,500	up to \$10,000
Spouse/Partner and Dependent Child Supplement (lump sum)	Out of Pocket Expenses (reasonable expenses)
\$5,000 per Spouse/Partner and Dependent Child up to a maximum Benefit per Covered Person of \$15,000	up to \$5,000
Childcare Benefit (reasonable expenses)	Assault Benefit (lump sum)
up to \$5,000	\$5,000
Disappearance	Exposure
Twelve (12) months after the Covered Person's disappearance	Within twelve (12) months of the Accident
Executor Emergency Cash Advance	
\$25,000 to be deducted from the payment under Event 1 in Part A above	

Privacy Statement

In this Statement "We", "Our" and "Us" means Chubb Insurance Australia Limited (Chubb).

"You" and "Your" refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.



When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www.chubb.com/au-en/footer/privacy.aspx and return to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com.

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
F +61 2 9335 3411
www.chubb.com/au

RASIER PACIFIC V.O.F.

SERVICES AGREEMENT

Last update: November 17, 2016

This Services Agreement ("*Agreement*") constitutes a legal agreement between you, an individual ("*you*") and Rasier Pacific V.O.F., an unlimited partnership established in The Netherlands, having its offices at Vijzelstraat 68, 1017 HL, Amsterdam, The Netherlands, registered at the Amsterdam Chamber of Commerce under number 64788075 (represented by its solely authorized partner Uber Pacific Holdings B.V.) ("*Rasier Pacific*").

Rasier Pacific provides the Uber Services (as defined below) for the purpose of providing lead generation to independent providers of peer-to-peer ("*P2P*") passenger transportation services. The Uber Services enable you (once authorized by Rasier Pacific) to seek, receive and fulfill requests for transportation services from an authorized user of the Uber App (as defined below). You desire to enter into this Agreement for the purpose of accessing and using the Uber Services.

Uber B.V. (a private limited liability company established in the Netherlands, having its offices at Vijzelstraat 68, 1017 HL, Amsterdam, The Netherlands, registered at the Amsterdam Chamber of Commerce under number 56317441) will perform certain functions associated with the provision of the Uber Services as authorized agent for Rasier Pacific.

References herein to "Uber" shall be taken as a reference to Rasier Pacific and its Affiliates.

You acknowledge and agree that Rasier Pacific is a technology services provider that does not provide transportation services, function as a transportation carrier, nor operate as an agent for the transportation of passengers.

In order to use the Uber Services, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you and Rasier Pacific shall be bound by the terms and conditions set forth herein.

You acknowledge and agree that Uber B.V., in its capacity as agent for Rasier Pacific, is a third party beneficiary of this Agreement.

1. Definitions

- 1.1 "*Affiliate*" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.
- 1.2 "*City Addendum*" means an addendum or supplemental information to this Agreement setting forth additional Territory-specific terms, as made available and as updated by Rasier Pacific from time to time.

- 1.3 *"Driver App"* means the mobile application provided by (or under an agreement with) Rasier Pacific that enables transportation providers to access the Uber Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation services by Users, as may be updated or modified from time to time.
- 1.4 *"Driver ID"* means the identification and password key assigned by Rasier Pacific to you that enables you to use and access the Driver App.
- 1.5 *"Fare"* has the meaning set forth in clause 4.1.
- 1.6 *"Service Fee"* has the meaning set forth in clause 4.4.
- 1.7 *"Territory"* means the city or metro areas outside of the United States and Mainland China in which you are enabled by the Driver App to receive requests for Transportation Services.
- 1.8 *"Tolls"* means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the Uber Services based on available information.
- 1.9 *"Transportation Services"* means your provision of P2P passenger transportation services to Users via the Uber Services in the Territory using the Vehicle.
- 1.10 *"Uber App"* means the mobile application provided to authorized Users seeking transportation services.
- 1.11 *"Uber Data"* means all data related to the access and use of the Uber Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the Uber Services and the Driver App, and the Driver ID.
- 1.12 *"Uber Services"* mean the electronic services provided by Rasier Pacific (or at the direction of Rasier Pacific) rendered via a digital technology platform, being on-demand intermediary and related services (used by Rasier Pacific under license from Rasier Operations BV) that enable transportation providers to seek, receive and fulfil on-demand requests for transportation services by Users seeking transportation services; such Uber Services include access to the Driver App and Uber's related software, websites, payment services as described in clause 4 below, and related support services systems, as may be updated or modified from time to time.
- 1.13 *"User"* means an end user authorized by Rasier Pacific or its Affiliate to use the Uber App for the purpose of obtaining Transportation Services offered by Rasier Pacific's transportation provider customers.
- 1.14 *"User Information"* means information about a User made available to you in connection with such User's request for and use of Transportation Services, which may include the User's name, pick-up location, contact information and photo.
- 1.15 *"Vehicle"* means your vehicle that: (a) meets the then-current Rasier Pacific requirements for a vehicle on the Uber Services; and (b) Rasier Pacific authorizes for your use for the purpose of providing Transportation Services.
- 1.16 *"Your Device"* means a mobile device owned or controlled by you: (a) that meets the then-current Rasier Pacific specifications for mobile devices; and (b) on which the Driver App has been installed as authorized by Rasier Pacific solely for the purpose of providing Transportation Services.

2. Use of the Uber Services

- 2.1 **Driver IDs.** Rasier Pacific will issue you a Driver ID to enable you to access and use the Driver App on Your Device in accordance with this Agreement. You agree that you will maintain your Driver ID in confidence and not share your Driver ID with any third party. You will immediately notify Rasier Pacific of any actual or suspected breach or improper use or disclosure of your Driver ID or the Driver App.

- 2.2 **Provision of Transportation Services.** When the Driver App is active, User requests for Transportation Services may appear to you via the Driver App if you are available and in the vicinity of the User. If you accept a User's request for Transportation Services, the Uber Services will provide you with certain User Information via the Driver App, including the User's first name and pickup location. In order to enhance User satisfaction with the Uber App and your Transportation Services, it is recommended that you wait at least ten (10) minutes for a User to show up at the requested pick-up location. You will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via the Uber App. You acknowledge and agree that once you have accepted a User's request for Transportation Services, the Uber App may provide certain information about you to the User, including your first name, contact information, photo and location, and your Vehicle's make and license plate number. You shall not contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation Services. As between Rasier Pacific and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the Uber Services, you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Transportation Services.
- 2.3 **Your Relationship with Users.** You acknowledge and agree that your provision of Transportation Services to Users creates a legal and direct business relationship between you and the User, to which Rasier Pacific and its Affiliates are not a party. Rasier Pacific and its Affiliates are not responsible or liable for the actions or inactions of a User in relation to you, your activities or your Vehicle. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Transportation Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that Rasier Pacific and its Affiliates may release your contact and/or insurance information to a User upon such User's reasonable request. You acknowledge and agree that, unless consented to by a User, you may not transport or allow inside your Vehicle individuals other than a User and any individuals authorized by such User, during the performance of Transportation Services for such User. You acknowledge and agree that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.
- 2.4 **Your Relationship with Rasier Pacific.** You acknowledge and agree that Rasier Pacific's provision to you of the Driver App and the Uber Services creates a legal and direct business relationship between Rasier Pacific and you. Rasier Pacific does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Transportation Services, your acts or omissions, or your operation and maintenance of your Vehicle. Except as expressly set out herein, you retain the sole right to determine when and for how long you will utilize the Driver App or the Uber Services. You retain the option, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation Services via the Uber Services, or to cancel an accepted request for Transportation Services via the Driver App, subject to Rasier Pacific's then-current policies (including the Driver Deactivation Policy located at www.uber.com/legal). You will not: (a) display Rasier Pacific's or any of its Affiliates' names, logos or colors on any Vehicle(s); or (b) wear a uniform or any other clothing displaying Rasier Pacific's or any of its Affiliates' names, logos or colors. The foregoing does not apply if you and Rasier Pacific have agreed otherwise or if so required by law. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in any business or employment activities. For the sake of clarity, you understand that you retain the complete right to: (i) use other software application services in addition to the Uber Services; and (ii) engage in any occupation or business. Rasier Pacific retains the right to, at any time at Rasier Pacific's sole discretion, deactivate or otherwise restrict you from accessing or using the Driver ID, Driver App

and/or the Uber Services in the event of a violation of this Agreement, any relevant policy, including the Driver Deactivation Policy or the Driver Privacy Statement (Non-U.S.) (located at www.uber.com/legal), your disparagement of Rasier Pacific or any of its Affiliates, your act or omission that causes harm to Rasier Pacific's or its Affiliates' brand, reputation or business as determined by Rasier Pacific in its sole discretion. Rasier Pacific also retains the right to deactivate or otherwise restrict you from accessing or using the Driver ID, Driver App and/or the Uber Services for any other reason at the sole and reasonable discretion of Rasier Pacific.

2.5 Ratings.

- 2.5.1 You acknowledge and agree that: (a) after receiving Transportation Services, a User will be prompted by the Uber App to provide a rating of you and such Transportation Services and, optionally, to provide comments or feedback about you and such Transportation Services; and (b) after providing Transportation Services, you will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. You shall provide your ratings and feedback in good faith.
- 2.5.2 You acknowledge that Rasier Pacific desires that Users have access to high-quality services via the Uber App. In order to continue to receive access to the Driver App and the Uber Services, you must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Rasier Pacific in respect of the location for which you are registered with the Driver App from time to time ("*Minimum Average Rating*"). The Minimum Average Rating may be updated from time to time by Rasier Pacific in its sole discretion and Rasier Pacific will provide you with at least 14 days' notice in the event such an update would result in an increase to the Minimum Average Rating in the location for which you are registered with the Driver App. Rasier Pacific will notify you if your average rating falls below the Minimum Average Rating and may, in Rasier Pacific's discretion, provide you with a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), Rasier Pacific reserves the right to deactivate your access to the Driver App and the Uber Services. Additionally, you acknowledge that your repeated failure to accept User requests for Transportation Services while you are logged in to the Driver App creates a negative experience for Users of the Uber App. If you do not wish to accept User requests for Transportation Services for a period of time, you will log off of the Driver App.
- 2.5.3 Rasier Pacific and its Affiliates reserve the right to use, share and display your and User ratings and comments in any manner in connection with the business of Rasier Pacific and its Affiliates without attribution to you or your approval. You acknowledge and agree that Rasier Pacific and its Affiliates are distributors (without any obligation to verify) and not publishers of your and User ratings and comments, provided that Rasier Pacific and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Rasier Pacific's or its Affiliates' content policies.

2.6 Your Device.

- 2.6.1 You are responsible for the acquisition, cost and maintenance of Your Device as well as any necessary wireless data plan; and (ii) Rasier Pacific or its Affiliate shall make available the Driver App for installation on Your Device. Rasier Pacific hereby grants you a personal, non-exclusive, non-transferable user right to install and use the Driver App on Your Device solely for the purpose of providing Transportation Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing right shall immediately terminate and you will delete and fully remove the Driver App from Your Device in the event that you cease to provide Transportation Services using Your Device. You agree that: (i) use of the

Driver App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (ii) use of the Driver App on Your Device as an interface with the Uber Services may consume very large amounts of data through the data plan. Rasier Pacific advises that Your Device should only be used under a data plan with unlimited or very high data usage limits, and Rasier Pacific shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan.

- 2.7 **Location Based Services.** You acknowledge and agree that your geo-location information must be provided to the Uber Services via a Device in order to provide Transportation Services. You acknowledge and agree that: (a) your geo-location information will be monitored and tracked by the Uber Services when you are logged into the Driver App and available to receive requests for Transportation Services or when you are providing Transportation Services; and (b) the approximate location of your Vehicle will be displayed to the User before and during the provision of Transportation Services to such User. In addition, Rasier Pacific and its Affiliates may monitor, track and share your geo-location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve their products and services.

3. You and Your Vehicle

- 3.1 **Your Requirements.** You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate your Vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. You acknowledge and agree that you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation Services. You acknowledge and agree that Rasier Pacific reserves the right, at any time in Rasier Pacific's sole discretion to deactivate or otherwise restrict you from accessing or using the Driver ID, Driver App and/or the Uber Services if you fail to meet the requirements set forth in this Agreement.
- 3.2 **Vehicle Requirements.** You acknowledge and agree that your Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.
- 3.3 **Documentation.** To ensure your compliance with all requirements in clauses 3.1 and 3.2 above, you must provide Rasier Pacific with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Transportation Services. Thereafter, you must submit to Rasier Pacific written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Rasier Pacific shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Rasier Pacific reserves the right to independently verify your Documentation from time to time in any way Rasier Pacific deems appropriate in its reasonable discretion.

4. Financial Terms

- 4.1 **Fare Calculation and Your Payment.** You are entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the Uber Services ("Fare"), where such Fare is calculated based upon a base fare amount plus distance (as determined by Rasier Pacific using

location-based services enabled through Your Device) and/or time amounts, as detailed at www.uber.com/cities for the applicable Territory ("*Fare Calculation*"). You are also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, if applicable. You: (i) appoint Rasier Pacific as your limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by you, applicable taxes and fees from the User on your behalf via the payment processing functionality facilitated by the Uber Services; and (ii) agree that payment made by User to Rasier Pacific shall be considered the same as payment made directly by User to you. In addition, the parties acknowledge and agree that as between you and Rasier Pacific, the Fare is a recommended amount, and the primary purpose of the pre-arranged Fare is to act as the default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a fare that is less than the pre-arranged Fare; or (ii) negotiate, at your request, a Fare that is lower than the pre-arranged Fare (each of (i) and (ii) herein, a "*Negotiated Fare*"). Rasier Pacific shall consider all such requests from you in good faith. Rasier Pacific agrees to remit, or cause to be remitted, to you on at least a weekly basis: (a) the Fare less the applicable Service Fee and other fees charged by Rasier Pacific; (b) the Tolls; (c) any incentive payments; and (d) depending on the region, certain taxes and ancillary fees (where applicable). If you have separately agreed, other amounts may be deducted from the Fare prior to remittance to you (e.g., vehicle financing payments, lease payments, government fees and charges, etc.), the order of any such deductions from the Fare to be determined exclusively by Rasier Pacific (as between you and Rasier Pacific).

- 4.2 **Changes to Fare Calculation.** Rasier Pacific reserves the right to change the Fare Calculation at any time in Rasier Pacific's discretion based upon local market factors, and Rasier Pacific will provide you with notice in the event of such change that would result in a change in the recommended Fare. Continued use of the Uber Services after any such change in the Fare Calculation shall constitute your consent to such change.
- 4.3 **Fare Adjustment.** Rasier Pacific reserves the right to: (i) adjust the Fare for a particular instance of Transportation Services (e.g., you took an inefficient route, you failed to properly end a particular instance of Transportation Services in the Driver App, technical error in the Uber Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (e.g., User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Rasier Pacific's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.
- 4.4 **Service Fee.** In consideration of Rasier Pacific's provision of the Uber Services, you agree to pay Rasier Pacific a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare (regardless of any Negotiated Fare), as provided to you via email or otherwise made available electronically by Rasier Pacific from time to time for the applicable Territory ("*Service Fee*"). Unless regulations applicable to your Territory require otherwise, taxes will be calculated and charged on the Fare, and Rasier Pacific shall calculate the Service Fee based on the Fare inclusive of such taxes. Rasier Pacific reserves the right to change the Service Fee at any time in Rasier Pacific's discretion based upon local market factors, and Rasier Pacific will provide you with at least 14 days' notice in the event of such change. If Rasier Pacific increases or provides notice of an intention to increase the Service Fee, you have the right to terminate the Agreement immediately, without notice. Continued use of the Uber Services after any such change in the Service Fee calculation shall constitute your consent to such change.
- 4.5 **Cancellation Charges.** You acknowledge and agree that Users may elect to cancel requests for Transportation Services that have been accepted by you via the Driver App at any time prior to your arrival. In the event that a User cancels an accepted request for Transportation Services, Rasier Pacific may charge the User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to you hereunder ("*Cancellation Fee*"). The parties acknowledge and agree that as between you and Rasier Pacific, this

Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as the default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at your request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "Negotiated Cancellation Fee"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to you hereunder.

- 4.6 **Receipts.** As part of the Uber Services, Rasier Pacific provides you a system for the delivery of receipts to Users for Transportation Services rendered. Upon your completion of Transportation Services for a User, Rasier Pacific prepares an applicable receipt and issues such receipt to the User via email on your behalf. Such receipts are also provided to you via email or the online portal available to you through the Uber Services. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about you, including your name, contact information and photo, as well as a map of the route you took. Any corrections to a User's receipt for Transportation Services must be submitted to Rasier Pacific in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, Rasier Pacific shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.
- 4.7 **No Additional Amounts.** You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Rasier Pacific and its Affiliates may seek to attract new Users and to increase existing Users' use of the Uber App. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.
- 4.8 **Taxes.** You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Transportation Services as required by applicable law; and (b) provide Rasier Pacific with all relevant tax information (including, without limitation, a valid GST registration number belonging to you, if obtaining a GST registration number is required of you by applicable law). You further acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Transportation Services. Notwithstanding anything to the contrary in this Agreement, Rasier Pacific may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of Transportation Services and/or provide any of the relevant tax information you have provided pursuant to the foregoing requirements in this clause 4.8 directly to the applicable governmental tax authorities on your behalf or otherwise.
- 4.9 **Incentives.** From time to time, Rasier Pacific may make an incentive payment(s) to you as consideration for your satisfaction of certain conditions as determined by Rasier Pacific in its discretion ("*Conditions*"). These Conditions may be included in promotional materials, and/or may be communicated to you, including via text message and email. You acknowledge and agree that any incentive payment(s) is made to you at Rasier Pacific's sole discretion, subject to the Conditions.
- 4.10 **Other Fees.** You acknowledge and agree that Rasier Pacific may, in its sole discretion, charge other fees in addition to the Service Fee including fees related to airports. Rasier Pacific will provide you with at least 14 days' notice before it implements any such fees. Your use of the Uber Services after the implementation of the new fees shall constitute your consent to Rasier Pacific charging such fees. If Rasier Pacific imposes or provides notice of an intention to impose a fee under this clause, you have the right to terminate the Agreement immediately, without notice.

5. Proprietary Rights; License

- 5.1 **License Grant.** Subject to the terms and conditions of this Agreement, Rasier Pacific hereby grants you a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Driver App in connection with the provision of the

Uber Services solely for the purpose of providing Transportation Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to you are reserved by Rasier Pacific, its Affiliates and their respective licensors.

- 5.2 **Restrictions.** You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Uber Services or Driver App in any way; (b) modify or make derivative works based upon the Uber Services or Driver App; (c) improperly use the Uber Services or Driver App, including creating Internet “links” to any part of the Uber Services or Driver App, “framing” or “mirroring” any part of the Uber Services or Driver App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Uber Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Uber Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and shall not allow any other party to, access or use the Uber Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Uber Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Uber Services; or (iv) attempt to gain unauthorized access to the Uber Services or its related systems or networks, all except to the extent such actions must be allowed under Dutch law.
- 5.3 **Ownership.** The Uber Services, Driver App and Uber Data, including all intellectual property rights therein, are and shall remain (as between you and Company) the property of Rasier Pacific, its Affiliates or their respective licensors. Neither this Agreement nor your use of the Uber Services, Driver App or Uber Data conveys or grants to you any rights: (a) in or related to the Uber Services, Driver App or Uber Data, except for the limited license granted above; or (b) to use or reference in any manner Rasier Pacific’s, its Affiliates’, or their respective licensors’ company names, logos, product and service names, trademarks, service marks or other indicia of ownership. Additionally, you acknowledge Rasier Pacific and its Affiliates’ rights in the UBER family of trademarks and names, including UBER, alone and in combination with other letters, punctuation, words, symbols and/or designs, the UBER Logo and EVERYONE’S PRIVATE DRIVER (“*UBER Marks and Names*”). You agree that you will not try to register or otherwise claim ownership in any of the UBER Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.

6. Confidentiality

- 6.1 Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party (“*Confidential Information*”). Confidential Information includes Uber Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know should be treated as confidential.
- 6.2 Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers (“*Permitted Persons*”) as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Rasier Pacific and its Affiliates, their internal record-keeping requirements).

- 6.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.
7. **Privacy.** Subject to all applicable laws, Rasier Pacific or any of its Affiliates may provide to a third party any information (including personal data and any Uber Data) about you provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Rasier Pacific's or any Affiliate's sole discretion, by applicable law or regulation; (d) it is necessary, in Rasier Pacific's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Rasier Pacific or any its Affiliates, the Uber Services or any third party, (2) detect, prevent or otherwise address fraud, security or technical issues, and/or (3) prevent or stop activity which Rasier Pacific or any of its Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical, or legally actionable; or (e) it is required or necessary, in Rasier Pacific's or any Affiliate's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Uber Services. You understand that Rasier Pacific or any of its Affiliates may retain your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated. Your personal data will be directly transferred to and processed by Rasier Pacific and its Affiliates. Rasier Pacific and its Affiliates process personal data (including that referenced in clause 2.7 above) in accordance with the Driver Privacy Statement (Non-U.S.) located at www.uber.com/legal.

8. Insurance

- 8.1 Prior to doing business with Rasier Pacific you agree to obtain the coverage required by clause 8.2 below at your sole cost and expense. You agree to review the terms and conditions of such coverage to ensure that it provides the amounts of coverage required by clause 8.2 while you are using a Vehicle to provide Transportation Services. As between you and Rasier Pacific, it is your sole responsibility to inform your insurer of the use of your Vehicle while providing Transportation Services.
- 8.2 You agree to maintain during the term of this Agreement on all Vehicles operated by you under this Agreement automobile liability insurance that provides protection against bodily injury and property damage to yourself, your passengers and third parties at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on the public roads within the Territory. This coverage must also include any other insurance required by law for the operation of a motor vehicle in the Territory that may not be waived by an insured. You agree to provide Rasier Pacific a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this clause 8.2 upon request. Furthermore, you must provide Rasier Pacific with written notice of cancellation of any insurance policy required by Rasier Pacific. Rasier Pacific shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this clause 8.2 at all times.
- 8.3 In relation to the Transportation Services, you agree that you are not an employee, or a worker or a deemed worker for the purposes of any workers compensation laws and therefore acknowledge that Rasier Pacific does not, and is not required to, maintain or provide you with workers' compensation insurance or maintain other occupational accident injury insurance on your behalf. You agree to maintain at your cost during the term of this Agreement workers' compensation insurance or other occupational accident injury insurance (or the local equivalent) as required by any applicable law in the Territory (provided that the foregoing shall have no impact on the mutual understanding between you and Rasier Pacific that you are a self-employed individual (including from a labour and

social security perspective)) and otherwise comply with all statutory workers compensation requirements. If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all, but do so at your own risk.

- 8.4 You understand and acknowledge that your private passenger automobile insurance policy may not afford liability, comprehensive, collision, medical payments, first or third party no fault personal injury protection, uninsured motorist, underinsured motorist or other coverage while you provide for any Transportation Services you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not Rasier Pacific's, to resolve them with your insurer(s).
- 8.5 Rasier Pacific may maintain during the term of this Agreement insurance related to your provision of Transportation Services as determined by Rasier Pacific in its reasonable discretion, provided that Rasier Pacific and its Affiliates are not required to provide you with any specific insurance coverage for any loss to you or your Vehicle. Should Rasier Pacific procure insurance related to your provision of Transportation Services, Rasier Pacific may cancel such coverage at its sole discretion at any time. You are required to promptly notify Rasier Pacific of any accidents that occur while providing Transportation Services and to cooperate and provide all necessary information related thereto.

9. Representations and Warranties; Disclaimers

- 9.1 **By You.** You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation Services using the Vehicles pursuant to this Agreement, and (ii) passenger transportation services to third parties in the Territory generally.
- 9.2 **Disclaimer of Warranties.** This clause 9.2 applies only to the maximum extent permitted by applicable law, and does not (and is not intended to) override any rights that you have pursuant to applicable law. Rasier Pacific and its Affiliates provide, and you accept, the Uber Services and Driver App on an "as is" and "as available" basis. Rasier Pacific and its Affiliates do not represent, warrant or guarantee that your access to or use of the Uber Services or the Driver App: (a) will be uninterrupted or error free; or (b) will result in any requests for Transportation Services. Rasier Pacific and its Affiliates function as an on-demand lead generation and related service only and make no representations, warranties or guarantees as to the actions or inactions of the Users who may request or receive Transportation Services from you, and Rasier Pacific and its Affiliates do not screen or otherwise evaluate Users. By using the Uber Services and Driver App, you acknowledge and agree that you may be introduced to a third party (including Users) that may pose harm or risk to you or other third parties. You are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the Uber Services or Driver App. Notwithstanding the appointment of Rasier Pacific as the limited payment collection agent of you for the purpose of accepting payment from Users on your behalf as set forth in clause 4 above, Rasier Pacific and its Affiliates expressly disclaim all liability for any act or omission of you, any User or other third party.
- 9.3 **No Service Guarantee.** This clause 9.3 applies only to the maximum extent permitted by applicable law, and does not (and is not intended to) override any rights that you have pursuant to applicable law. Rasier Pacific and its Affiliates do not guarantee the availability or uptime of the Uber Services or Driver App. You acknowledge and agree that the Uber Services or Driver App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the Uber Services or Driver App may be subject to limitations, delays, and other problems inherent in the

use of the internet and electronic communications, and Rasier Pacific and its Affiliates are not responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

10. Indemnification.

10.1 **Generally.** You shall indemnify, defend (at Rasier Pacific's option) and hold harmless Rasier Pacific and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to:

- (a) your breach of your representations, warranties or obligations under this Agreement; or
- (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to your provision of Transportation Services or use of the Uber Services ("Losses").

Your liability under this clause 10.1 shall be reduced proportionately if, and to the extent that, Rasier Pacific directly caused or directly contributed to any such Losses.

10.2 **Tax Indemnity.** You shall comply with all of your obligations under tax and social security laws to the extent applicable to this Agreement. You shall indemnify Rasier Pacific and its Affiliates from all tax liabilities, duties, levies, claims and penalties that may be imposed on you or on Rasier Pacific and/or its Affiliates as a result of your failure to comply with any of your tax obligations. In particular, but without limitation to the foregoing, such taxes or duties shall include taxes, wages or other duties or withholdings (including any wage tax, social insurance premiums or employee insurance premiums) ("*Tax Liabilities*") arising in the event that the relationship described in this Agreement, contrary to the intention and meaning of the parties, should be held to be an employment agreement between Rasier Pacific and you by the Dutch taxation, fiscal or social security authority or the taxation, fiscal or social security authority of any other country. The indemnity set out in this clause 10.2, insofar as it relates to a finding by a judicial body or legislative authority of competent jurisdiction that there is an employment relationship between you and Rasier Pacific or an Affiliate of Rasier Pacific, applies only to that proportion of Rasier Pacific's liability that directly or indirectly relates to or arises from you holding yourself out to be an employee of Rasier Pacific or any of its Affiliates, or any other act or omission by you that is not expressly authorised by Rasier Pacific and would reasonably suggest to a third party that you are an employee of Rasier Pacific or any of its Affiliates.

11. **Limits of Liability.** This clause 11 applies only to the maximum extent permitted by applicable law, and does not (and is not intended to) override any rights that you have pursuant to applicable law. Rasier Pacific and its Affiliates shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) your or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. Except for the obligations on Rasier Pacific (or an Affiliate of Rasier Pacific) to pay amounts due to you pursuant to clause 4 above, but subject to any limitations or other provisions contained in this agreement which are applicable thereto, in no event shall the liability of Rasier Pacific and/or its Affiliates under this Agreement exceed the amount of Service Fees actually paid to or due to Rasier Pacific hereunder in the six (6) month period immediately preceding the event giving rise to such claim.

You acknowledge and agree that any and all claims you have or purport to have against Rasier Pacific and/or its Affiliates should be notified to Rasier Pacific and/or its Affiliates within one (1) year after the event(s) that gave rise to such claim and that you forfeit all rights in respect of that claim if you fail to do so. These limitations do not purport to limit liability that cannot be excluded under applicable law.

12. Term and Termination

- 12.1 **Term.** This Agreement shall commence on the date that the Agreement is executed by you (electronically or otherwise) and shall continue until terminated as set forth herein.
- 12.2 **Termination.** Either party may terminate this Agreement: (a) without cause at any time upon thirty (30) days prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Rasier Pacific may deactivate or otherwise restrict you from accessing or using the Driver ID, Driver App and/or the Uber Services immediately, without notice, in the event you no longer qualify, under applicable law or the standards and policies of Rasier Pacific and its Affiliates, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.
- 12.3 **Effect of Termination.** Upon termination of the Agreement, you shall immediately delete and fully remove the Driver App from Your Device(s). Outstanding payment obligations and clauses 1, 2.3, 2.5.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. Relationship of the Parties

- 13.1 Except as otherwise expressly provided herein with respect to Rasier Pacific acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship (including from a labour law, tax law or social security law perspective), between Rasier Pacific (and/or its Affiliates) and you; and (b) no joint venture, partnership, or agency relationship exists between Rasier Pacific (and/or Rasier Pacific's Affiliates) and you.
- 13.2 You have no authority to bind Rasier Pacific and/or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of Rasier Pacific and/or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an employee, agent or representative of Rasier Pacific or an Affiliate of Rasier Pacific, you undertake and agree to indemnify, defend (at Rasier Pacific's option) and hold Rasier Pacific and its Affiliates harmless from and against any claims by any person, entity, regulators or governmental authorities based on such implied employment, agency or representative relationship. The indemnity set out in this clause 13.2, insofar as it relates to a finding by a judicial body or legislative authority of competent jurisdiction that there is an employment relationship between you and Rasier Pacific or an Affiliate of Rasier Pacific, applies only to that proportion of Rasier Pacific's liability that directly or indirectly relates to you holding yourself out to be an employee of Rasier Pacific or any of its Affiliates, or any other act or omission by you that is not expressly authorised by Rasier Pacific and would reasonably suggest to a third party that you are an employee of Rasier Pacific or any of its Affiliates. You expressly agree that where required or implied by applicable law or otherwise, you may be deemed an employee, agent or representative of Rasier Pacific or an Affiliate of Rasier Pacific, any payments made to you will be taken to be inclusive of (i) superannuation contribution amounts; and (ii) amounts equivalent to all taxes (including but not limited to income taxes) payable by you in respect of those payments, in each case that Rasier Pacific (or any of its Affiliates) may otherwise be required to pay under applicable law.
- 13.3 You expressly acknowledge and agree that by agreeing to the terms and conditions of this Agreement you intend to perform Transportation Services and, as such, Rasier Pacific may, based on information provided by you and/or third parties, consider you to be registered for GST in accordance with applicable GST law.

14. Miscellaneous Terms

- 14.1 **Modification.** Rasier Pacific reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement on the online portal available to you on the Uber Services. Rasier Pacific reserves the right to modify any policies or information referenced at hyperlinks from this Agreement from time to time. Rasier Pacific will provide you with at least 14 days' notice in the event of a material change to any clause of the Agreement, provided that in such event you shall have the right to terminate the Agreement immediately upon receiving notice from Rasier Pacific. You hereby acknowledge and agree that, by using the Uber Services, or downloading, installing or using the Driver App, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Uber Services or Driver App after any such changes shall constitute your consent to such changes.
- 14.2 **Supplemental Terms.** Supplemental terms may apply to your use of the Uber Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Rasier Pacific will provide you with 14 days' notice in the event that it adds or modifies Supplemental Terms in a manner that materially alters your rights under the Agreement, provided that in such event you shall have the right to terminate the Agreement immediately upon receiving notice from Rasier Pacific. Supplemental Terms shall prevail over this Agreement in the event of a conflict.
- 14.3 **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.
- 14.4 **Assignment.** You may not assign or transfer this Agreement or any of your rights or obligations hereunder, in whole or in part, without the prior written consent of Rasier Pacific. Rasier Pacific may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement without consent or notification. Should Rasier Pacific do so, you have the right to terminate this Agreement immediately, without prior notice.
- 14.5 **Entire Agreement.** This Agreement, including the recitals and all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.
- 14.6 **No Third Party Beneficiaries except for Uber B.V. (in its capacity as agent for Rasier Pacific) and its Affiliates.** You acknowledge that there are no third party beneficiaries to this Agreement except for Uber B.V. (in its capacity as agent for Rasier Pacific) and Rasier Pacific's Affiliates. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims, except with respect to Uber B.V. (in its capacity as agent for Rasier Pacific).
- 14.7 **Notices.** Any notice delivered by Rasier Pacific to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the online portal available to you on the Uber Services. Any notice delivered by you to Rasier Pacific under this Agreement must be delivered by contacting Rasier Pacific at t.uber.com/partner-contact. Additional Territory-specific notices may be required from time to time.

15. **Governing Law; Arbitration.** Except as otherwise set forth in this Agreement, this Agreement shall be governed by and construed in accordance with the laws of The Netherlands, excluding its rules on conflicts

of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. Any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to this Agreement, including those relating to its validity, its construction or its enforceability, shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules ("*ICC Mediation Rules*"). If such dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("*ICC Arbitration Rules*"). The ICC Rules' Emergency Arbitrator provisions are excluded. The dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The language of the arbitration shall be English. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the ICC, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

Nothing herein limits or excludes (nor is intended to limit or exclude) any statutory rights that you may have under applicable law that cannot be lawfully limited or excluded.

By clicking "I accept" or signing below (as such may be required by applicable law), you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with Rasier Pacific.

Your Signature: _____

Name: _____

Date: _____

SERVICE FEE ADDENDUM - New South Wales

Last update: July 18, 2017

You entered into an agreement (“ Agreement ”) with Rasier Pacific V.O.F., an unlimited partnership established in The Netherlands, having its offices at Vijzelstraat 68, 1017 HL, Amsterdam, The Netherlands, registered at the Amsterdam Chamber of Commerce under number 64788075 (represented by its solely authorized partner Uber Pacific Holdings B.V.) (“ Company ”) for your use of certain software and other services. This Service Fee schedule is an addendum to the Agreement and it sets forth additional terms and conditions that are applicable in the region in which you provide transportation services. By clicking “Yes, I agree”, you agree to be bound by the additional terms below. Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.

1. **Fares.** For all product offerings, fares are posted and updated online:

- 1.1. All Cities <https://www.uber.com/cities>
- 1.2. Sydney <https://www.uber.com/en-AU/cities/sydney>
- 1.3. Newcastle <https://www.uber.com/en-AU/cities/newcastle>
- 1.4. Byron Bay <https://www.uber.com/en-AU/cities/byron-bay>
- 1.5. Wollongong <https://www.uber.com/en-AU/cities/wollongong>

2. **Service Fee.** In exchange for your access to and use of the Uber app, including the right to receive requests for transportation, you agree to pay to the Company a Service Fee for each accepted trip request as set forth below.

New South Wales Rasier Pacific V.O.F. partners first activated **before April 24, 2016:**

	uberX trips	uberASSIST trips	uberXL trips	UberSELECT trips
Service Fee	20%	20%	20%	20%
Service Fee from 1 August 2017 (GST inclusive)*	22%	22%	22%	22%

*Please note, if you do not upload your ABN and GST registration details to your Uber partner account, from 1 August 2017, Uber will be required to charge GST on your Uber Service Fee.

New South Wales Rasier Pacific V.O.F. partners first activated **on or after April 24 2016:**

	uberX trips	uberASSIST trips	uberXL trips	UberSELECT trips
Service Fee	25%	25%	25%	25%
Service Fee from 1 August 2017 (GST inclusive)*	27.5%	27.5%	27.5%	27.5%

*Please note, if you do not upload your ABN and GST registration details to your Uber partner account, from 1 August 2017, Uber will be required to charge GST on your Uber Service Fee.

Not all trip types are available in all cities. Your eligibility to receive requests for different trip types is determined by you and your vehicle meeting individual trip type requirements as posted and updated online on the Uber website.

3. **Trips in other cities.** If requests are accepted in other cities, the Fares and Service Fees for that city will apply for those requests.

CONSENT TO USE OF INFORMATION

Last update: 2 November 2017

Following the commencement of the new Point to Point Transport regime on 1 November 2017, the requirements to drive using the Uber App in NSW have changed. For the purpose of assessing your ongoing eligibility to access the Uber App, Uber is required to provide some of your information to the Point to Point Transport Commissioner and Roads and Maritime Services. If you do not agree to Uber using and sharing your information with third parties for these purposes, you will not be able to continue driving using the Uber App. All your information is collected, used and disclosed in accordance with the [Uber BV privacy statement](#).

By pressing 'Yes, I Agree' you acknowledge and agree that Uber may use and share your information as set out above and in accordance with the [Uber BV privacy statement](#).

RASIER PACIFIC PTY LTD

UBER B.V.

SERVICES AGREEMENT

Last update: 1 December, 2017

- 1. Recitals.** This Services Agreement ("**Agreement**") constitutes a legal agreement between you, an individual ("**you**"), Rasier Pacific Pty Ltd., an Australian company registered in New South Wales under ACN 622 365 833 ("**Rasier Pacific**") and Uber B.V., a private limited liability company established in the Netherlands, having its offices at Mr. Treublaan 7, 1097 DP Amsterdam, The Netherlands, registered at the Amsterdam Chamber of Commerce under number 56317441 ("**Uber**"). Rasier Pacific will procure and facilitate the provision of lead generation services, being on-demand intermediary and related services rendered via a digital technology application that enable transportation providers to seek, receive and fulfil on-demand requests for transportation services ("**Uber Services**") to you, an independent provider of peer-to-peer passenger transportation services ("**Transportation Services**"). Uber will license you the Uber Driver App ("**Driver App**"), a mobile application provided by Uber that enables you to access and receive the Uber Services. The Uber Services and Driver App enable you to seek, receive and fulfill requests for Transportation Services from authorised users of the mobile application provided by Uber ("**Uber App**"), ("**Users**"). In order to use the Uber Services and Driver App, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you, Rasier Pacific and Uber shall be bound by the terms and conditions set forth below. References herein to "Uber Group" shall be taken as a reference to Rasier Pacific, Uber and each of their affiliates.
- 2. Provision of Transportation Services.** When the Driver App is active, User requests may appear in the Driver App if you are available and in the vicinity of the User. If you accept a User's request for Transportation Services, you will be provided with the User's first name and pickup location via the Driver App. You acknowledge and agree that the Uber App may provide the User with certain information about you, including your first name, contact information, photo, location, your vehicle make, model and license plate number. You shall not contact any User or otherwise use any of their personal information other than for the purposes of fulfilling Transportation Services. You acknowledge and agree that you alone will choose the most effective and safe manner to perform each instance of Transportation Services, and, except for the provision of the Uber Services and the licence to use the Driver App, you will need to provide (at your own expense) all necessary equipment, tools and other materials to perform Transportation Services.
- 3. Your Relationship with Users.** You acknowledge and agree that your provision of Transportation Services to Users creates a legal and direct business relationship between you and the User. Rasier Pacific, Uber and their affiliates are not responsible or liable for the actions or inactions of a User in relation to you, your activities or your vehicle. You shall have the sole responsibility for any obligations or liabilities to Users or third parties arising from your provision of Transportation Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that, unless consented to by a User, you may not transport or allow inside your vehicle individuals other than a User and any individuals authorised by such User, during the performance of Transportation Services for such User. You acknowledge and agree that all Users should be transported directly to their specified destination, as directed by the User, without unauthorised interruptions or stops.
- 4. Your Relationship with Uber Group.** You acknowledge and agree that Rasier Pacific's provision of the Uber Services creates a legal and direct business relationship between Rasier Pacific and you. You also acknowledge and agree that Uber's licence to you of the Driver App creates a legal and direct business relationship between Uber and you. Neither Rasier Pacific nor Uber shall be deemed to direct or control you generally or in your performance under this Agreement, including in connection with your provision of Transportation Services, your acts or omissions, or your operation and maintenance of your vehicle. Except as expressly set out herein, you retain the sole right to determine when and for how long you will utilise the Driver App or the Uber Services. You alone decide when, where and for how long you want to use the Driver App, and when to try to accept, decline or ignore a User request. A User request can be cancelled, subject to Uber's then-current policies (including the Community Guidelines located at www.uber.com/legal/community-guidelines/rides/anz-en/). You acknowledge and agree that you will not: (a) display Rasier Pacific's, Uber's or any of their affiliates' names, logos or colors on any vehicle(s); or (b) wear a uniform or any other clothing displaying Rasier Pacific's, Uber's or any of their affiliates' names, logos or colors, unless you and Rasier Pacific or Uber (as applicable) have agreed otherwise or if so required by law. You retain the complete right to engage in other business or income generating activities, and to use other ridesharing

networks and apps in addition to the Uber Services and the Driver App. Rasier Pacific retains the right to, at any time at its sole discretion, restrict you from using the Uber Services in the event of a violation of this Agreement or any relevant Uber policy, your disparagement of Rasier Pacific, Uber or any of their affiliates, or your act or omission that causes harm to Rasier Pacific's, Uber's or their affiliates' brand, reputation or business as determined by Rasier Pacific in its sole discretion. Rasier Pacific also retains the right to restrict you from using the Uber Services for any other reason at the sole and reasonable discretion of Rasier Pacific. Uber retains the right to, at any time at its sole discretion, deactivate or otherwise restrict you from accessing the identification and password key assigned to you by Uber ("**Driver ID**") and/or the Driver App, in the event of a violation of this Agreement, any relevant Uber policy, including the Community Guidelines or the Uber Privacy Policy (located at privacy.uber.com/policy/), your disparagement of Rasier Pacific, Uber or any of their affiliates, your act or omission that causes harm to Rasier Pacific's, Uber's or their affiliates' brand, reputation or business as determined by Uber in its sole discretion. Uber also retains the right to deactivate or otherwise restrict you from accessing the Driver ID and/or Driver App, for any other reason at the sole and reasonable discretion of Uber.

5. **Ratings.** You acknowledge and agree that after receiving Transportation Services, a User will be prompted by the Uber App to rate you and such Transportation Services, and you will be prompted to rate your User. This can also include comments and other feedback, which, along with the rating, you agree to provide in good faith. Rasier Pacific, Uber and their affiliates reserve the right to use, share and display your User ratings and comments in any manner in connection with the business of Rasier Pacific, Uber and their affiliates without attribution to you or your approval. You acknowledge and agree that Rasier Pacific, Uber and their affiliates are distributors (without an obligation to verify) and not publishers of your ratings and comments, and may remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Rasier Pacific, or their affiliates' content policies. There is no obligation on you or the User to provide ratings or comments nor is there any consequence for not providing a rating.
6. **Requirements.** You acknowledge and agree that you may be subject to certain background, driving record and other checks from time to time. You acknowledge and agree that at all times you shall hold and maintain a valid driver's license and all other required licenses, permits, work entitlements, approvals and authority to provide passenger Transportation Services in the city or metro areas within Australia in which are you enabled by the Driver App to receive requests for Transportation Services ("**Territory**"). You acknowledge and agree that you have a citizenship, residency or visa status that allows you the right to work in Australia. You acknowledge and agree that you will provide the Transportation Services with due skill, care and diligence and that you will maintain high standards of professionalism, service and courtesy. You acknowledge and agree that your vehicle must meet the then-current Rasier Pacific requirements for a vehicle to provide the Transportation Services and must be authorised by Rasier Pacific for this use, be properly registered, licensed and generally suitable to operate as a passenger transportation vehicle in your Territory, either owned or leased by you or otherwise in your lawful possession, kept in a clean and sanitary condition, and maintained in good operating condition consistent with industry safety and maintenance standards for a vehicle of its kind and any additional standards or requirements in the applicable Territory. You acknowledge and agree that Rasier Pacific reserves the right, at any time in its sole discretion to restrict you from using the Uber Services, if you fail to meet the requirements in this Agreement. You also acknowledge and agree that Uber reserves the right, at any time in its sole discretion to deactivate or otherwise restrict you from accessing the Driver ID and/or Driver App, if you fail to meet the requirements in this Agreement.
7. **Documentation.** To ensure your compliance with all requirements in clause 6 above, you must provide Rasier Pacific (or a Rasier Pacific affiliate) with written copies of all such licenses, permits, work entitlements, approvals, authority, registrations and certifications (including renewals) prior to and during your provision of any Transportation Services, and allow Rasier Pacific (or a Rasier Pacific affiliate) to review any of this documentation on an ongoing basis (note that Rasier Pacific may independently verify your documentation in any way Rasier Pacific deems appropriate in its reasonable discretion). You must notify Rasier Pacific immediately if you cease to hold any license, permit, work entitlements, approvals, authority, registration or certification or there are changes to the terms of any of those which would alter your ability to provide the Transportation Services in accordance with applicable laws. Rasier Pacific shall, upon request, be entitled to review such licenses, permits, work entitlements, approvals, authority, registrations and certifications from time to time. Your failure to meet any of the requirements in this clause or clause 6 shall constitute a material breach of this Agreement.
8. **Fare Calculation and Your Payment**
 - 8.1 You can charge a fare to Users for each instance of completed Transportation Services that you provide to a User that are obtained via the Uber Services ("**Fare**"). Rasier Pacific will calculate a recommendation of the Fare that you can elect to charge Users ("**Fare Calculation**"). As at 1 December 2017, Rasier Pacific determines the Fare Calculation as a

base fare amount plus distance (as determined by Rasier Pacific using location-based services enabled through your mobile device and/or time amounts, as detailed at www.uber.com/cities for the applicable Territory). You can also charge the User for any applicable road, bridge, ferry, tunnel and airport charges and any other fees (including inner-city congestion, environmental or miscellaneous charges as reasonably determined by the Uber Services) ("**Tolls**"), taxes and/or fees incurred during the provision of Transportation Services, whether charged by a third party or Rasier Pacific. Rasier Pacific reserves the right to change the Fare Calculation at any time in Rasier Pacific's discretion. Rasier Pacific will provide you with notice in the event that any such change would result in a change in the recommended Fare. Continued use of the Uber Services after any such change shall constitute your consent to such change. You appoint Rasier Pacific as your limited payment collection agent solely to accept the Fare, applicable Tolls, and, depending on the region and/or if requested by you, applicable taxes and fees from the User on your behalf via the Uber Services' payment processing functionality, and agree that the User's payment to Rasier Pacific shall be considered the same as payment made directly by the User to you. If a User cancels their request for Transportation Services prior to your arrival, Rasier Pacific may charge that User a cancellation fee on your behalf, and a Service Fee will be payable to Rasier Pacific.

- 8.2 The parties acknowledge and agree that as between you and Rasier Pacific, the Fare Calculation is a recommended amount, and the primary purpose of the Fare Calculation is to act as the default Fare in the event you do not negotiate a different Fare. You shall always have the right to charge a Fare that is less than the pre-arranged Fare Calculation ("**Negotiated Fare**"). Rasier Pacific agrees to remit, or cause to be remitted, to you on at least a weekly basis, (a) the Fare less the applicable Service Fee and other fees charged by Rasier Pacific; (b) the Tolls (excluding applicable airport charges, which Rasier Pacific may pay to the airport on your behalf); (c) any incentive payments made under clause 13; and (d) depending on the region, certain taxes and ancillary fees (where applicable). If you have separately agreed to any other amounts being deducted from your Fares (such as vehicle financing, lease payments, government fees and charges, etc), those amounts will be deducted before remittance to you, and Rasier Pacific will determine the order of any such deductions from the Fare (as between you and Rasier Pacific). Rasier Pacific reserves the right to adjust payment in relation to a particular Fare for reasons such as inefficient routes, failure to properly end a particular instance of Transportation Services in the Driver App, or technical error in the Uber Services. In more serious situations, such as fraud, charges for Transportation Services that were not provided or User complaints, Rasier Pacific may cancel a Fare entirely or if the Fare has already been paid, require reimbursement of the Fare from you. Rasier Pacific reserves the right, in its sole discretion, to seek reimbursement from you if Rasier Pacific discovers payment processing errors. Rasier Pacific may obtain reimbursement of any amounts owed by you to Rasier Pacific by deducting from future Fares owed to you, debiting your card on file or your bank account on record, or seeking reimbursement from you by any other lawful means. You authorise Rasier Pacific to use any or all of the above methods to seek reimbursement.

9. **Receipts.** As part of the Uber Services, Rasier Pacific provides you with a system for delivering receipts to Users for Transportation Services rendered. Upon your completion of Transportation Services for a User, Rasier Pacific prepares and issues a receipt to the User via email on your behalf. It includes a breakdown of amounts charged to the User for Transportation Services and certain information about you (including your name, contact information, photo and the route taken). Any corrections to a User's receipt for Transportation Services must be submitted to Rasier Pacific in writing within 3 business days after the completion of such Transportation Services. Absent such a notice, Rasier Pacific shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

10. **Service Fee.** In consideration of Rasier Pacific's provision of the Uber Services to you, you agree to pay Rasier Pacific a service fee on a per Transportation Services transaction basis, which as at 1 December 2017, is calculated as a percentage of the Fare Calculation ("**Service Fee**") (regardless of any Negotiated Fare). Rasier Pacific will provide you with notice via email or via the Driver App, of the Service Fee that applies to each Transportation Service that you provide. You acknowledge that, unless regulations applicable to your Territory require otherwise, taxes (in particular GST) will be calculated and charged on the Fare, and Rasier Pacific shall calculate the Service Fee on an amount equal to the Fare Calculation plus the amount of such taxes (in particular GST) that would be calculated on the amount of the Fare Calculation. You acknowledge and agree that Rasier Pacific may, in its sole discretion: (i) adjust the Service Fee; or (ii) introduce a new model to determine the Service Fee payable by you. Rasier Pacific will provide you with at least 14 days' notice in the event of an increase to the Service Fee under (i) above or the introduction of a new Service Fee model under (ii) above. If either of these occurs, you have the right to terminate the Agreement immediately, without notice. Continued use of the Uber Services after any such change in the Service Fee calculation shall constitute your consent to such change.

11. **No Additional Amounts.** You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Rasier Pacific, Uber and their affiliates may seek to attract new Users and to increase existing Users' use of the

Uber App. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

12. Taxes.

12.1 You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Transportation Services as required by applicable law; and (b) provide Rasier Pacific with all relevant tax information requested of you by Rasier Pacific, Uber and/or each of their affiliates (including a valid Australian Business Number (ABN) and/or Goods and Services Tax (GST) registration number under which you provide Transportation Services, if obtaining such a valid ABN and/or GST registration number is required of you by applicable law). You further acknowledge and agree that you are responsible for taxes on your own earnings arising from your provision of Transportation Services, including without limitation, income tax and GST. Notwithstanding anything to the contrary in this Agreement, Rasier Pacific may in its reasonable discretion based on applicable tax and regulatory considerations, or as required under the law, collect and remit taxes resulting from your provision of Transportation Services and/or provide any of the relevant tax and other information you have provided pursuant to the foregoing requirements in this clause 12.1 directly to the applicable governmental tax authorities on your behalf or otherwise.

12.2 Unless expressly stated otherwise in this Agreement, all amounts payable or consideration to be provided under this Agreement by you to Rasier Pacific are exclusive of GST. If GST is payable on any supply by Rasier Pacific made under this Agreement, for which the consideration is not expressly stated to include GST, you agree to pay Rasier Pacific an additional amount equal to the GST at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. In this Agreement, GST that is payable by Rasier Pacific includes GST that is payable by the representative member of Rasier Pacific's GST group.

12.3 The parties agree that, for the purposes of the GST law, Rasier Pacific supplies to you the Uber Services in sole consideration for the Service Fee. In addition, Uber supplies to you a licence to use the Driver App under clause 19 for no consideration.

13. Incentives. From time to time, Rasier Pacific may make an incentive payment(s) to you as consideration for your satisfaction of certain conditions as determined by Rasier Pacific in its discretion ("**Conditions**"). These Conditions may be included in promotional materials, and/or may be communicated to you, including via text message and email. You acknowledge and agree that any incentive payment(s) is made to you at Rasier Pacific's sole discretion, subject to the Conditions.

14. Other Fees. You acknowledge and agree that Rasier Pacific may, in its sole discretion, charge other fees in addition to the Service Fee including, fees related to airports. Rasier Pacific will provide you with at least 14 days' notice before it implements any such fees. Your use of the Uber Services after the implementation of the new fees shall constitute your consent to Rasier Pacific charging such fees. If Rasier Pacific imposes or provides notice of an intention to impose a fee under this clause 14, you have the right to terminate the Agreement immediately, without notice. There are no fees payable to Uber in connection with the Driver App and licence granted under clause 19.

15. Devices. You are responsible for the acquisition, cost and maintenance of your mobile device/s and any associated wireless data plans that you use to access the Driver App. Subject to this Agreement, Uber grants you a personal, non-exclusive, non-transferable, non-sublicensable user right to install and use the Driver App on your device solely for the purpose of providing Transportation Services. This license shall immediately terminate in the event that you cease to provide Transportation Services using your mobile device, and you must then delete the Driver App from your mobile device. You agree not to give the Driver App or any associated data to anyone else. You agree that using the Uber Services may consume very large amounts of data, and Rasier Pacific and Uber advise that your mobile device should only be used under a data plan with unlimited, or at least very high, data usage limits. Neither Rasier Pacific, Uber, nor their affiliates, shall be responsible or liable for any fees, costs, or overage charges associated with any data plan.

16. Term & Termination. This Agreement shall commence on the date that the Agreement is executed by you (electronically or otherwise) and will continue until terminated by you, Rasier Pacific or Uber, which any party can do (a) without cause at any time on 30 days' prior written notice to the other parties; (b) immediately, without notice, for any other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of any other party, or upon such other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Rasier Pacific may restrict you from using the Uber Services and/or Uber may deactivate or otherwise restrict you from accessing or using the Driver ID and/or Driver App immediately, without notice, in

the event you no longer qualify, under applicable law or the standards and policies of Rasier Pacific, Uber and their affiliates, to provide Transportation Services or to operate the vehicle, or as otherwise set out in this Agreement.

17. Effect of termination. Upon termination of the Agreement, you shall immediately delete and fully remove the Driver App from your mobile device(s). Outstanding payment obligations and all clauses 3, 4, 5, 11, 12, 17, 18, 19, 20, 22, 23, 24, 25, 27, 28, 29 and 34 and 35 shall survive any such termination.

18. Privacy. Your personal information will be collected, used and shared in accordance with the Uber Privacy Policy (located at privacy.uber.com/policy).

19. Intellectual Property. Subject to the terms and conditions of this Agreement, Uber hereby grants you, for no consideration, a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Driver App in connection with the provision of the Uber Services by Rasier Pacific solely for the purpose of providing Transportation Services to Users and tracking resulting Fares and fees. Uber, its affiliates and respective licensors reserve all rights not expressly granted in this Agreement. The Driver App and all data related to the access and use of the Uber Services (including all intellectual property rights in all of the foregoing) are and remain the property of Uber, its affiliates or respective licensors. You shall not improperly use the Uber Services or Driver App. You shall not use any of Uber's names, logos or marks for any commercial purpose except as Uber expressly allows, nor shall you try to register or otherwise use or claim ownership over any of Uber's or its affiliates' names, logos or marks. You shall not copy, modify, distribute, sell or lease any part of the Driver App, Uber Services or related data, nor shall you reverse engineer or attempt to extract the source code of Uber software, except if allowed by law.

20. Confidentiality. This Agreement and any information provided by Uber or Rasier Pacific to you, which Uber or Rasier Pacific designates as confidential or which you should reasonably know should be treated as confidential, should be treated accordingly.

21. Insurance & Accidents.

21.1 You agree to maintain during the term of this Agreement motor vehicle liability insurance on all vehicles which you operate at insurance levels that satisfy the minimum requirements to operate a private passenger vehicle on public roads within the Territory, as well as any other minimum motor vehicle liability insurance cover which Rasier Pacific requests you hold. You agree to provide Rasier Pacific with a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this clause 21.1 upon request. Furthermore, you must provide Rasier Pacific with written notice of cancellation of any insurance policy required by Rasier Pacific. Rasier Pacific shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this paragraph 21.1 at all times. You understand and acknowledge that your private passenger motor vehicle insurance policy, including any insurance coverage held via a commercial arrangement you have with a vehicle rental or leasing provider, may not afford liability, comprehensive, collision, medical payments, first or third party no fault personal injury protection, uninsured motorist, underinsured motorist or other coverage while you provide for any Transportation Services you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not Rasier Pacific's or Uber's, to resolve them with your insurer(s). Rasier Pacific may maintain during the term of this Agreement insurance related to your provision of Transportation Services as determined by Rasier Pacific in its reasonable discretion, provided that Rasier Pacific and its affiliates are not required to provide you with any specific insurance coverage for any loss to you or your vehicle. Should Rasier Pacific procure insurance related to your provision of Transportation Services, Rasier Pacific may cancel such coverage at its sole discretion at any time. You are required to promptly notify Rasier Pacific of any accidents that occur while providing Transportation Services and to cooperate and provide all necessary information.

21.2 In relation to the Transportation Services, you agree that you are not an employee, or a worker or a deemed worker for the purposes of any workers compensation laws and therefore acknowledge that Rasier Pacific and/or Uber do not, and are not required to, maintain or provide you with workers' compensation insurance or maintain other occupational accident injury insurance on your behalf. You agree to maintain at your cost during the term of this Agreement workers' compensation insurance or other occupational accident injury insurance (or the local equivalent) as required by any applicable law in the Territory (provided that the foregoing shall have no impact on the mutual understanding between you and Rasier Pacific and Uber that you are a self-employed individual (including from a labour and social security perspective)) and otherwise comply with all statutory workers compensation requirements.

If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all, but do so at your own risk.

- 22. Indemnity.** You shall indemnify, defend (at Rasier Pacific's and Uber's option) and hold harmless Rasier Pacific, Uber and their affiliates and each of their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to your provision of Transportation Services or use of the Uber Services ("**Losses**"). Your liability under this clause 22 shall be reduced proportionately if, and to the extent that, Rasier Pacific or Uber directly caused or directly contributed to any such Losses.
- 23. Tax Indemnity.** You shall comply with all of your obligations under tax and social security laws to the extent applicable to this Agreement. You shall indemnify Rasier Pacific, Uber and their affiliates from all tax liabilities, duties, levies, claims and penalties that may be imposed on you or on Rasier Pacific, Uber and/or their affiliates as a result of your failure to comply with any of your tax obligations, or for providing false information requested of you under clause 12.1. In particular, but without limitation to the foregoing, such taxes or duties shall include taxes, wages or other duties or withholdings (including any wage tax, social insurance premiums or employee insurance premiums) ("**Tax Liabilities**") arising in the event that the relationship described in this Agreement, contrary to the intention and meaning of the parties, should be held to be an employment agreement between Rasier Pacific or Uber and you by the Dutch or Australian taxation, fiscal or social security authority or the taxation, fiscal or social security authority of any other country. The indemnity set out in this clause 23, insofar as it relates to a finding by a judicial body or legislative authority of competent jurisdiction that there is an employment relationship between you and Rasier Pacific, Uber or an affiliate of Rasier Pacific or Uber, applies only to that proportion of Rasier Pacific's or Uber's liability that directly or indirectly relates to or arises from you holding yourself out to be an employee of Rasier Pacific or Uber or any of their affiliates, or any other act or omission by you that is not expressly authorised by Rasier Pacific or Uber and would reasonably suggest to a third party that you are an employee of Rasier Pacific, Uber or any of their affiliates.
- 24. Representations and warranties.** You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorisations necessary to provide Transportation Services under this Agreement, and passenger transportation services to third parties in the Territory generally.
- 25. Disclaimer.** This clause 25 applies only to the maximum extent permitted by applicable law, and does not (and is not intended to) override any rights that you have pursuant to applicable law, including the Australian Consumer Law. Rasier Pacific, Uber and their affiliates (as applicable) provide, and you accept, the Uber Services and Driver App on an "as is" and "as available" basis, and do not represent, warrant or guarantee that the Uber Services or Driver App will be uninterrupted or error free or will result in any requests for Transportation Services. Rasier Pacific, Uber and their affiliates function as on-demand lead generation and related service providers only and Rasier Pacific, Uber and their affiliates make no representations, warranties or guarantees as to the actions or inactions of the Users who may request or receive Transportation Services from you, and Rasier Pacific, Uber and their affiliates do not screen or otherwise evaluate Users. Notwithstanding the appointment of Rasier Pacific as the limited payment collection agent of you for the purpose of accepting payment from Users on your behalf as set forth in clause 8 above, Rasier Pacific, Uber and each of their affiliates expressly disclaim all liability for any act or omission of you, any User or other third party.
- 26. No Service Guarantee.** This clause 26 applies only to the maximum extent permitted by applicable law, and does not (and is not intended to) override any rights that you have pursuant to applicable law, including the Australian Consumer Law. Rasier Pacific, Uber and their affiliates do not guarantee the availability or uptime of the Uber Services or Driver App. You acknowledge and agree that the Uber Services or Driver App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the Uber Services or Driver App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and Rasier Pacific, Uber and their affiliates are not responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

27. Limitation of Liability. This clause 27 applies only to the maximum extent permitted by applicable law, and does not (and is not intended to) override any rights that you have pursuant to applicable law, including the Australian Consumer Law. Rasier Pacific, Uber and each of their affiliates shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or otherwise, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) your or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. Except for Rasier Pacific's (or an affiliate of Rasier Pacific's) obligation to remit amounts owed to you pursuant to clause 8 above, but subject to any applicable limitations or other provisions contained in these Agreement, in no event shall the liability of Rasier Pacific, Uber and/or any of their affiliates under this Agreement exceed the amount of Service Fees actually paid to or due to Rasier Pacific in the 6 months immediately prior the event giving rise to such claim. You acknowledge and agree that any and all claims you have or purport to have against Rasier Pacific, Uber and/or their affiliates should be notified to Rasier Pacific, Uber and/or their affiliates within one (1) year after the event(s) that gave rise to such claim and that you forfeit all rights in respect of that claim if you fail to do so. This limitation of liability only applies to the extent the law allows.

28. Relationship.

28.1 Rasier Pacific is acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, except as otherwise expressly provided herein. This Agreement is not an employment agreement, and does not create an employment, independent contractor or worker relationship (including from a labour law, tax law or social security law perspective), joint venture, partnership or agency relationship. You have no authority to bind Rasier Pacific, Uber and/or their affiliates, or hold yourself out as an employee, independent contractor, worker, agent or authorized representative of Rasier Pacific, Uber and/or their affiliates.

28.2 Where, by implication of mandatory law or otherwise, you may be deemed an employee, agent or representative of Rasier Pacific, Uber or any of their affiliates, you undertake and agree to indemnify, defend (at Rasier Pacific's and Uber's option) and hold Rasier Pacific, Uber and any of their affiliates harmless from and against any claims by any person, entity, regulators or governmental authorities based on such implied employment, agency or representative relationship. The indemnity set out in this clause 28.2, insofar as it relates to a finding by a judicial body or legislative authority of competent jurisdiction that there is an employment relationship between you and Rasier Pacific, Uber or any of their affiliates, applies only to that proportion of Rasier Pacific's or Uber's liability that directly or indirectly relates to you holding yourself out to be an employee of Rasier Pacific or Uber or any of their affiliates, or any other act or omission by you that is not expressly authorised by Rasier Pacific or Uber and would reasonably suggest to a third party that you are an employee of Rasier Pacific or Uber or any of their affiliates. You expressly agree that where required or implied by applicable law or otherwise, you may be deemed an employee, agent or representative of Rasier Pacific, Uber or an Affiliate of Rasier Pacific or Uber, any payments made to you will be taken to be inclusive of (i) superannuation contribution amounts; and (ii) amounts equivalent to all taxes (including but not limited to income taxes) payable by you in respect of those payments, in each case that Rasier Pacific or Uber (or any of their affiliates) may otherwise be required to pay under applicable law.

29. General. You hereby acknowledge and agree that, by using the Uber Services, or downloading, installing or using the Driver App, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Uber Services or Driver App after any such changes shall constitute your consent to such changes. Invalidity of any provision in this Agreement does not affect the rest of this Agreement. Each of Rasier Pacific and Uber may assign or transfer this Agreement or any or all of their respective rights or obligations hereunder, in whole or in part, without your prior consent (you may not, however, as the Agreement needs to remain with you). Should Rasier Pacific or Uber do so, you have the right to terminate this Agreement immediately, without prior notice. Each of Rasier Pacific and Uber may subcontract its rights and obligations under this Agreement. This Agreement, including the recitals and all supplemental terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter, and replaces and supersedes all prior or contemporaneous agreements or undertakings on this subject matter. In this Agreement, "including" and "include" mean "including, but not limited to."

30. Modification. Rasier Pacific and Uber reserve the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement on the online portal available to you on the Uber Services. Rasier Pacific and Uber reserve the right to modify any policies or information referenced at hyperlinks from this Agreement from time to time. Rasier Pacific or Uber will provide you with at least 14 days' notice in the event of a material change to any clause of the Agreement, provided that in such event you shall have the right to terminate the Agreement immediately

upon receiving notice from Rasier Pacific or Uber. You hereby acknowledge and agree that, by using the Uber Services, or the Driver App, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Uber Services or Driver App after any such changes shall constitute your consent to such changes.

31. Supplemental Terms. Supplemental terms may apply to your use of the Uber Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("**Supplemental Terms**"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Rasier Pacific will provide you with 14 days' notice in the event that it adds or modifies Supplemental Terms in a manner that it reasonably considers materially alters your rights under the Agreement, provided that in such event you shall have the right to terminate the Agreement immediately upon receiving notice from Rasier Pacific. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

32. No Third Party Beneficiaries except for Rasier Pacific's and Uber's affiliates. You acknowledge that there are no third party beneficiaries to this Agreement except for Rasier Pacific's and Uber's affiliates. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims, except with respect to Rasier Pacific's and Uber's affiliates.

33. Notices. Any notice delivered by Rasier Pacific or Uber to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the Driver App or the online portal available to you on the Uber Services. Any notice delivered by you to Rasier Pacific or Uber under this Agreement must be delivered by contacting Rasier Pacific or Uber at t.uber.com/partner-contact. Additional Territory-specific notices may be required from time to time.

34. Arbitration Any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to this Agreement, including those relating to its validity, its construction or its enforceability, shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules ("**ICC Mediation Rules**"). If such dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Arbitration Rules**"). The ICC Rules' Emergency Arbitrator provisions are excluded. The dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The language of the arbitration shall be English. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the ICC, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein. Nothing herein limits or excludes (nor is intended to limit or exclude) any statutory rights that you may have under applicable law, including the Australian Consumer Law, that cannot be lawfully limited or excluded.

35. Governing Law and Jurisdiction. Except as otherwise set forth above, these Agreement shall be exclusively governed by and construed in accordance with the laws of New South Wales, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply.

By clicking "Yes, I accept" or signing below (as such may be required by applicable law), you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with Rasier Pacific and Uber.

Your Signature: _____

Name: _____

Date: _____

SERVICE FEE ADDENDUM - New South Wales

Last update: 1 December 2017

You entered into an agreement (“Agreement”) with Rasier Pacific Pty Ltd (“Company”), an Australian company with ACN 622 365 833 and Uber B.V. (“Uber”), a private limited liability company established in The Netherlands registered at the Amsterdam Chamber of Commerce under number 56317441 under which the Company provides the Uber Services to you, an independent provider of peer-to-peer passenger transportation services and Uber licenses you the Uber Driver App.

This Service Fee schedule is an addendum to the Agreement and it sets forth additional terms and conditions that are applicable in the region in which you provide transportation services. By clicking “Yes, I agree”, you agree to be bound by the additional terms below. Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.

1. **Fares.** For all product offerings, fares are posted and updated online (“City Page”).

- 1.1. All Cities. <https://www.uber.com/en-AU/cities/>
- 1.2. Sydney. <https://www.uber.com/en-AU/cities/sydney/>
- 1.3. Newcastle. <https://www.uber.com/en-AU/cities/newcastle/>
- 1.4. Byron Bay. <https://www.uber.com/en-AU/cities/byron-bay/>
- 1.5. Wollongong. <https://www.uber.com/en-AU/cities/wollongong/>

2. **Service Fee.** In consideration of the Company’s provision of the Uber Services to you, you agree to pay Company a service fee on a per Transportation Services transaction basis, currently calculated as a percentage of the Fare Calculation as set forth below:

If you were first activated as a driver-partner before 24 April 2016:

Trip Type	uberX trips	uberASSIST trips	uberXL trips	uberSELECT trips
Service Fee (GST inclusive)	22%	22%	22%	22%

If you were first activated as a driver-partner on or after 24 April 2016:

Trip Type	uberX trips	uberASSIST trips	uberXL trips	uberSELECT trips
Service Fee (GST inclusive)	27.5%	27.5%	27.5%	27.5%

Not all Trip Types are available in all cities. Your eligibility to receive requests for different Trip Types from passengers is subject to you and your vehicle meeting the requirements for the Trip Type as made available on the Uber website as set out below (as updated from time to time) or other links notified to you from time to time:

- 2.1. Sydney. <https://www.uber.com/en-AU/drive/sydney/vehicle-requirements/>
- 2.2. Newcastle. <https://www.uber.com/en-AU/drive/newcastle/vehicle-requirements/>
- 2.3. Byron Bay. <https://www.uber.com/en-AU/drive/byron-bay/vehicle-requirements/>
- 2.4. Wollongong. <https://www.uber.com/en-AU/drive/wollongong/vehicle-requirements/>

3. Trips in other cities. If requests are accepted in other cities, the Fares and Service Fees for that city will apply for those requests.

UPFRONT PRICING ADDENDUM (AUSTRALIA)

Last Updated: 08-March-2018

You entered into an agreement (“**Agreement**”) with Rasier Pacific Pty Ltd (“**Company**”), an Australian company with ACN 622 365 833 and Uber B.V. (“**Uber**”), a private limited liability company established in The Netherlands registered at the Amsterdam Chamber of Commerce under number 56317441 under which the Company provides the Uber Services to you, an independent provider of peer-to-peer passenger transportation services and Uber licenses you the Driver App. This Upfront Pricing Addendum is an addendum to the Agreement and it sets forth additional terms and conditions that are applicable in Australia and to the extent you provide Transportation Services utilising Upfront Pricing (as defined in this addendum below). By clicking “Yes, I agree”, you agree to be bound by these additional terms. Capitalised terms used in this addendum but not defined shall have the meanings set out in the Agreement.

Upfront Fares. Company (or an affiliate of Company) may offer a ride option to Users in the Uber App that allows a User to agree to a fixed fare for a given instance of Transportation Services provided by you, which fixed fare is communicated via the Uber App to a User at the time the ride is requested (“**Upfront Pricing**”). In the event that you provide Transportation Services to Users utilising Upfront Pricing, you acknowledge and agree that the Fare for each such instance of Transportation Services is a fixed fare, which is communicated to you when the ride is accepted and/or at the end of such ride (“**Upfront Fare**”). For the avoidance of doubt, where Upfront Pricing applies “Upfront Fare” has the same meaning as “Fare” in the Agreement except as specifically set forth in this Addendum, shall be an all-inclusive amount that includes estimated Tolls if any (except that where estimated Tolls vary from actual, the User will pay the actual Tolls in their Fare) and will not be calculated in accordance with the methodology set out in and typically applied under Section 8 of the Agreement.

Service Fees on Upfront Fares shall be as set out in the applicable Service Fee Addendum. If a User changes the journey, or if the trip takes materially longer than estimated by Company due to traffic or other factors, the Upfront Fare shall no longer apply, but rather the Fare shall be calculated based upon a base fare amount plus distance and/or time amounts and any other applicable fees as set forth in Section 8 of the Agreement.

UBERPOOL ADDENDUM (AUSTRALIA) (uberX)

Last Updated: 16-March-2018

You entered into an agreement ("**Agreement**") with Rasier Pacific Pty Ltd ("**Company**"), an Australian company with ACN 622 365 833 and Uber B.V. ("**Uber**"), a private limited liability company established in The Netherlands registered at the Amsterdam Chamber of Commerce under number 56317441 under which the Company provides the Uber Services to you, an independent provider of peer-to-peer passenger transportation services and Uber licenses you the Driver App. This uberPOOL Addendum is an addendum to the Agreement and it sets forth additional terms and conditions that are applicable in Australia and to the extent you provide Transportation Services utilising uberPOOL (as that term is defined in this addendum below). By clicking "Yes, I agree", you agree to be bound by these additional terms. Capitalised terms used in this addendum but not defined shall have the meanings set out in the Agreement.

(1) uberPOOL

A ride pooling option may be available to you in connection with the Agreement, which allows two or more Users unknown to one another to share in all or a portion of a given trip comprising the Transportation Service you provide and known as "**uberPOOL**". If you provide a Transportation Service to Users utilising uberPOOL, you acknowledge and agree that once a User initiates a request for an "uberPOOL Trip Component", and that request is accepted, one or more additional Users may also initiate separate requests for an uberPOOL Trip Component that may be matched with the original request such that the additional Users will share in a portion of the same overarching "uberPOOL Trip". Therefore, and for clarity, an "**uberPOOL Trip**" is the entire overarching trip you provide to one or more Users using uberPOOL and will comprise one or more matched uberPOOL Trip Components. An "**uberPOOL Trip Component**" is the specific and unique trip you provide to each User in accordance with their individual uberPOOL trip request and which may be matched with other uberPOOL Trip Components. An uberPOOL Trip will commence when the first matched uberPOOL Trip Component commences and will conclude when the final matched uberPOOL Trip Component concludes (noting that in the case where there is only one uberPOOL Trip Component the uberPOOL Trip will commence and conclude at the commencement and conclusion of that single uberPOOL Trip Component).

While you may receive uberPOOL Trip requests while being logged into the uberX option of the Driver App, you may choose to accept or reject such uberPOOL Trip requests at your discretion. Requests for all second, third and fourth uberPOOL Trip Components may be automatically accepted, although you may choose to cancel such requests.

Upfront Fares will almost always apply to uberPOOL Trips. An "**Upfront Fare**" is where the Fare for an instance of Transportation Services is a fixed fare, which is communicated to a User when the ride is booked, and communicated to you when the ride is accepted and/or at the end of such ride. The terms and conditions for Upfront Fares shall be as set out in the applicable Upfront Pricing Addendum.

(2) uberPOOL Service Fees

Service Fees on Upfront Fares for uberPOOL shall be as set out in this Addendum, and you agree that any other Service Fee Addendum you have agreed to does not apply to any Transportation Services you provide using uberPOOL which involve an Upfront Fare.

In consideration of the Company's provision of the Uber Services to you in connection with uberPOOL, you agree to pay Company a Service Fee on a per uberPOOL Trip Component basis. This Service Fee will vary and will be communicated to you as (a) an individual Service Fee for each uberPOOL Trip Component and/or (b) a combined Service Fee for that uberPOOL Trip (which is a summation of the Service Fee/s that apply to each prior matched uberPOOL Trip Component). This Service Fee will be communicated following acceptance of a request for an uberPOOL Trip Component. Where a User pays an Upfront Fare for an uberPOOL Trip Component, the Service Fee that you pay Company for that uberPOOL Trip Component will be a minimum of 11% ("**Minimum uberPOOL Service Fee**") and a maximum of 45% of the Upfront Fare. You will generally pay more than the Minimum uberPOOL Service Fee where the uberPOOL Trip includes one or more matched uberPOOL Trip Components and the result is the overall uberPOOL Trip results in a higher total fare than what you would have received from a comparable uberX trip.

Service fees on Upfront Fares for uberPOOL vary depending on a number of factors, including but not limited to how many uberPOOL Trip Components are matched to the same uberPOOL Trip, how much of the uberPOOL Trip includes matched uberPOOL Trip Components, the Upfront Fares for each uberPOOL Trip and any extra time or distance added to the overall trip in order to pickup riders (i.e. detours).

In the unlikely event that a User does not pay an Upfront Fare for an uberPOOL Trip Component, the Service Fee that you pay Company for that uberPOOL Trip Component will be as set out in the Service Fee Addendum you have agreed to.

Vehicle Solutions Data Sharing Terms - May 22, 2018

You agree that Uber may share information collected during your registration ("Registration Data") with any Vehicle Solutions partner(s) you select in order to (i) provide you with the requested vehicle rental, leasing or financing service and (ii) for the applicable Vehicle Solutions partner(s) to use in accordance with their privacy policies. Registration Data includes, but is not limited to, name, email, phone number, information regarding your eligibility to drive with Uber, or other information provided during your registration with Uber.

You also agree to link your Uber account with the Uber account for your selected Vehicle Solutions partner ("VSP"), and that such VSP and Uber may continually share Registration Data as well as information related to the use of their services including but not limited to reservation/booking data and payment information. Shared information will be used by both parties to: (1) Provide you with requested vehicle solutions services; (2) offer you discounts, products or services; and (3) improve products and services.

UBERPOOL ADDENDUM (AUSTRALIA) (uberX)

Last Updated: 03-September-2018

You entered into an agreement ("**Agreement**") with Rasier Pacific Pty Ltd ("**Company**"), an Australian company with ACN 622 365 833 and Uber B.V. ("**Uber**"), a private limited liability company established in The Netherlands registered at the Amsterdam Chamber of Commerce under number 56317441 under which the Company provides the Uber Services to you, an independent provider of peer-to-peer passenger transportation services and Uber licenses you the Driver App. This UberPool Addendum is an addendum to the Agreement and it sets forth additional terms and conditions that are applicable in Australia and to the extent you provide Transportation Services utilising UberPool (as that term is defined in this addendum below). By clicking "Yes, I agree", you agree to be bound by these additional terms. Capitalised terms used in this addendum but not defined shall have the meanings set out in the Agreement.

(1) UberPool

A ride pooling option may be available to you in connection with the Agreement, which allows two or more Users unknown to one another to share in all or a portion of a given trip comprising the Transportation Service you provide and known as "**UberPool**". If you provide a Transportation Service to Users utilising UberPool, you acknowledge and agree that once a User initiates a request for an "UberPool Trip Component", and that request is accepted, one or more additional Users may also initiate separate requests for an UberPool Trip Component that may be matched with the original request such that the additional Users will share in a portion of the same overarching "UberPool Trip". Therefore, and for clarity, an "**UberPool Trip**" is the entire overarching trip you provide to one or more Users using UberPool and will comprise one or more matched UberPool Trip Components. An "**UberPool Trip Component**" is the specific and unique trip you provide to each User in accordance with their individual UberPool trip request and which may be matched with other UberPool Trip Components. An UberPool Trip will commence when the first matched UberPool Trip Component commences and will conclude when the final matched UberPool Trip Component concludes (noting that in the case where there is only one UberPool Trip Component the UberPool Trip will commence and conclude at the commencement and conclusion of that single UberPool Trip Component).

While you may receive UberPool Trip requests while being logged into the UberX option of the Driver App, you may choose to accept or reject such UberPool Trip requests at your discretion. Requests for all second, third and fourth UberPool Trip Components may be automatically accepted, although you may choose to cancel such requests.

Upfront Fares will almost always apply to UberPool Trips. An "**Upfront Fare**" is where the Fare for an instance of Transportation Services is a fixed fare, which is communicated to a User when the ride is booked, and communicated to you when the ride is accepted and/or at the end of such ride. The terms and conditions for Upfront Fares shall be as set out in the applicable Upfront Pricing Addendum.

(2) UberPool Service Fees

Service Fees on Upfront Fares for UberPool shall be as set out in this Addendum, and you agree that any other Service Fee Addendum you have agreed to does not apply to any Transportation Services you provide using UberPool which involve an Upfront Fare.

In consideration of the Company's provision of the Uber Services to you in connection with UberPool, you agree to pay Company a Service Fee on a per UberPool Trip Component basis. This Service Fee will vary and will be communicated to you as (a) an individual Service Fee for each UberPool Trip Component and/or (b) a combined Service Fee for that UberPool Trip (which is a summation of the Service Fee/s that apply to each prior matched UberPool Trip Component). This Service Fee will be communicated following acceptance of a request for an UberPool Trip Component. Where a User pays an Upfront Fare for an UberPool Trip Component, the Service Fee that you pay Company for that UberPool Trip Component will be a minimum of 5% ("**Minimum UberPool Service Fee**") and a maximum of 45% of the Upfront Fare. You will generally pay more than the Minimum UberPool Service Fee where the UberPool Trip includes one or more matched UberPool Trip Components and the result is the overall UberPool Trip results in a higher total fare than what you would have received from a comparable UberX trip.

Service fees on Upfront Fares for UberPool vary depending on a number of factors, including but not limited to how many UberPool Trip Components are matched to the same UberPool Trip, how much of the UberPool Trip includes matched UberPool Trip Components, the Upfront Fares for each UberPool Trip and any extra time or distance added to the overall trip in order to pickup riders (i.e. detours).

In the unlikely event that a User does not pay an Upfront Fare for an UberPool Trip Component, the Service Fee that you pay Company for that UberPool Trip Component will be as set out in the Service Fee Addendum you have agreed to.

Consent to provide information to the Point to Point Transport Commissioner and Roads and Maritime Services

Last update: 12 October 2018

Following the commencement of the new Point to Point Transport regulatory regime on 1 November 2017, the requirements to use the Uber App as a driver partner in NSW have changed. For the purpose of assessing your ongoing eligibility to provide transport services using the Uber App, Uber is required to provide some of your information to the Point to Point Transport Commissioner and Roads and Maritime Services, in accordance with the *Point to Point Transport (Taxis and Hire Vehicles) Act 2016*.

Uber is required to collect your consent to provide this information to the Point to Point Transport Commissioner and Roads and Maritime Services every 12 months.

If you do not agree to Uber sharing your information as described above, you will not be able to continue to use the Uber App as a driver partner.

For more details on how your personal information is processed by Uber, see the [Uber Privacy Policy](#).

SERVICE FEE ADDENDUM - New South Wales

Last update: 27 June 2019

You entered into an agreement (“Agreement”) with Rasier Pacific Pty Ltd (“Company”), an Australian company with ACN 622 365 833 and Uber B.V. (“Uber”), a private limited liability company established in The Netherlands registered at the Amsterdam Chamber of Commerce under number 56317441 under which the Company provides the Uber Services to you, an independent provider of peer-to-peer passenger transportation services and Uber licenses you the Uber Driver App.

This Service Fee schedule is an addendum to the Agreement and it sets forth additional terms and conditions that are applicable in the region in which you provide transportation services. By clicking “Yes, I agree”, you agree to be bound by the additional terms below. Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.

1. **Fares.** For all product offerings, fares are posted and updated online (“City Page”).

- 1.1. All Cities. <https://www.uber.com/en-AU/cities/>
- 1.2. Sydney. <https://www.uber.com/en-AU/cities/sydney/>
- 1.3. Newcastle. <https://www.uber.com/en-AU/cities/newcastle/>
- 1.4. Byron Bay. <https://www.uber.com/en-AU/cities/byron-bay/>
- 1.5. Wollongong. <https://www.uber.com/en-AU/cities/wollongong/>

2. **Service Fee.** In consideration of the Company’s provision of the Uber Services to you, you agree to pay Company a service fee on a per Transportation Services transaction basis, currently calculated as a percentage of the Fare Calculation as set forth below:

If you were first activated as a driver-partner before 24 April 2016:

Trip Type	UberX trips	Uber Assist trips	UberXL trips	Uber Select trips	Uber Comfort trips	Uber Premium trips
Service Fee (GST inclusive)	22%	22%	22%	22%	22%	22%

If you were first activated as a driver-partner on or after 24 April 2016:

Trip Type	UberX trips	Uber Assist trips	UberXL trips	Uber Select trips	Uber Comfort trips	Uber Premium trips
Service Fee (GST inclusive)	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%

Not all Trip Types are available in all cities. Your eligibility to receive requests for different Trip Types from passengers is subject to you and your vehicle meeting the requirements for the Trip Type as made available on the Uber website as set out below (as updated from time to time) or other links notified to you from time to time:

- 2.1. Sydney. <https://www.uber.com/en-AU/drive/sydney/vehicle-requirements/>
- 2.2. Newcastle. <https://www.uber.com/en-AU/drive/newcastle/vehicle-requirements/>
- 2.3. Byron Bay. <https://www.uber.com/en-AU/drive/byron-bay/vehicle-requirements/>
- 2.4. Wollongong. <https://www.uber.com/en-AU/drive/wollongong/vehicle-requirements/>

3. Trips in other cities. If requests are accepted in other cities, the Fares and Service Fees for that city will apply for those requests.

Verification of your Evidence of Identity Document

We will arrange for a secure check of your evidence of identity document with a third-party provider.

You confirm that you are authorised to provide the document to us and you consent to the document being checked with the document issuer or official record holder, via a third-party provider for the purpose of confirming your identity. Please note, where an international passport is used as proof of identity, we will check that the identity details on your passport match the identity details on your current visa.

Select jurisdiction:

Australia▼

Language:

English

Last modified: 4/21/2020

Uber Community Guidelines

Australia and New Zealand

Our guidelines were developed to help make every experience feel safe, respectful and positive. They apply to everyone who uses any of our apps, including but not limited to driver-partners, riders, delivery partners, Uber Eats users, merchants and JUMP users. It also includes interactions you may have with Uber employees and contractors at Greenlight Hubs, through online support systems or over the phone.

Thank you for joining us to support and safeguard a welcoming environment.

The guidelines below help explain some of the specific kinds of behaviour we encourage on the Uber platform, as well as the behaviours or circumstances that may cause you to lose access to the Uber platform. There may be unforeseen events which result in you losing access to the Uber apps, but these Community Guidelines provide the basis for behaviour we expect from all those using the Uber apps. Please take a moment to read them.

Guidelines for all of us

Everyone who signs up for an Uber account is required to follow Uber's Community Guidelines. They reflect the following 3 pillars and the standards in each of these sections.

Treat everyone with respect

Our community is remarkably diverse and, chances are, you will encounter people who might not look like you or share your beliefs. The guidelines in this section help to foster positive interactions during every experience.

Help keep one another safe

We're hard at work every day to help create safer experiences for everyone. Your safety drives us. That's why these standards were written. In addition to following all of Uber's Community Guidelines, you can also find some more standards just for Uber Eats under 'Additional guidelines for Uber Eats' below.

Follow the law

We're committed to following all applicable laws and earning your trust, and we expect everyone who uses our apps to do their part and adhere to applicable laws and regulations, as well as airport rules and regulations where applicable.

Your feedback matters

If something happens, whether it's good or bad, we make it easy for you to tell us. Our team is continuously improving our standards, and your feedback is important so that we can take appropriate action and keep our standards relevant as our technology evolves.

Treat everyone with respect

Treat your fellow Uber app users as you would like to be treated with respect. The actions you take while using the Uber apps can have a big impact on the safety and comfort of others. Courtesy matters. That's why you are expected to exercise good judgment and behave decently towards other people when using the Uber apps – just as you would in any public place.

For example, always try to be on time for your ride or to pick up your delivery. It's also common courtesy not to shout, swear or slam doors. And by tidying up after yourself – whether it's taking your rubbish home or cleaning up a spilled drink – you'll help keep your driver-partner's car in good condition and help ensure the next person has a pleasant ride too. Most importantly, we believe that everyone should feel supported and welcomed when they use the Uber apps. You can best do this by respecting the differences of others. It's also why we've created the following standards on physical contact, inappropriate conduct and sexual assault, threatening and rude behaviour, unwanted contact, discrimination and property damage.

Physical contact

Don't touch strangers or anyone you have just met while using any of Uber's apps. Hitting, hurting or intending to hurt anyone is never allowed, nor is any other physical contact with an unknown person you have met via the app.

Inappropriate conduct and sexual assault

We all value our personal space and privacy. It's okay to chat with other people but it's not ok to comment on someone's appearance or personal circumstances. Be mindful that people may not appreciate being asked about their personal life, including about children, work, where they live or their relationship status.

Personal space and privacy should be respected at all times.

The following list provides examples of conduct that is inappropriate (that may also be considered sexual harassment), but is not exhaustive:

- Behaviours and comments that could make people feel uncomfortable. Some examples include nudges, sexual gestures, whistles and winks. Don't touch or flirt with people you don't know.
- Certain conversations that could be considered as harmless can be offensive. Don't comment on appearance, perceived gender identity or sexual orientation. Unrelated personal questions may offend, such as 'Are you in a relationship?' Avoid discussions about your own or someone else's sex life, using explicit language or making jokes about sex.
- Any sexual conduct. Uber has a no-sex rule. Sexual contact is prohibited while using the Uber apps, including during a trip or delivery, regardless of whether you know the person or they give you their consent. This includes activities such as sexual intercourse, solicitation of sexual intercourse, masturbation or touching and exposure of sexual body parts.

Sexual harassment and sexual harassment of any kind is prohibited and may also be against the law. Sexual assault and misconduct refers to sexual contact or behaviour without explicit consent of the other person.

Threatening and rude behaviour

Aggressive, confrontational or harassing behaviour is not allowed. Don't use language or make gestures that could be disrespectful, threatening or inappropriate. It may be a good idea to stay away from personal topics that can potentially be divisive, as these may be undesirable, discriminatory, like religion and political beliefs.

Unwanted contact

Contact should end when the trip or delivery is complete, unless it's to return a lost item. Unwanted contact can be seen as harassment and includes for example, texting, calling, social media contact, visiting or trying to visit someone in person after a trip or delivery has been completed.

Discrimination

You should always feel safe and welcome. That's why we don't tolerate discriminatory conduct or behaviour.

It is unacceptable, and in some instances unlawful, to refuse to provide services because of characteristics such as disability (for example, because the rider has a wheelchair or a service animal), race, religion, national origin, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable law.

It's also unlawful to otherwise discriminate against a user because of these characteristics. This includes making comments about these characteristics, or rating another user – whether they're an Uber Eats user, delivery partner, driver-partner, merchant or rider – based on these traits.

In addition, intentionally refusing or cancelling requests solely for the purpose of avoiding a particular neighbourhood due to the characteristics of the people or businesses that are located in that area is potentially unlawful discrimination and therefore not acceptable.

We want to help increase the transport options for riders with disabilities. That's why we have information available for driver-partners, riders and Uber Eats users on this topic. You can go [here](#) to learn more about Uber's commitment to accessibility. It is important that driver-partners understand their legal obligations in relation to the transport of riders with disabilities, including transporting service animals. You can learn more about Uber's non-discrimination policy [here](#).

Property damage

Damaging property is never allowed. Some examples include damaging the car, bike, scooter or other mode of transportation requested through the Uber apps; breaking or vandalising a phone or tablet; intentionally spilling food or drink; smoking in a car; or vomiting due to excessive alcohol consumption or otherwise. If you damage property, you're responsible for the cost of cleaning and repair fees, outside of normal wear and tear.

Help keep one another safe

Everyone has a role to play in helping to create a safe environment. That's why we have standards on account sharing, account holder age and more.

Account sharing

Account sharing is not allowed. To use any Uber app, you need to register and maintain an active account. Don't let another person use your account, and never share your personal details, including username, password or biometric data with anyone else.

People under the age of 18

You must be 18 years or older to have a rider, Uber Eats or JUMP user Uber account. Account holders can't request a ride or delivery for someone under the age of 18 who will not be accompanied by either the account holder or another adult during the ride or when collecting the delivery. Account holders also can't rent a bike or scooter to be used by someone under the age of 18.

If, as a driver or delivery partner, you notice at pickup or delivery that your rider or Uber Eats user looks under 18, you can decline the trip or delivery and report it to Uber. Refusing or cancelling a trip or delivery on this basis will not impact your driver or delivery partner rating.

When ordering items, children are also not allowed to use an adult's Uber Eats account by themselves. All deliveries to schools should be made through the school reception, unless otherwise directed by the school.

Extra passengers

When driving with Uber, no one other than the requesting rider and the rider's guests are permitted in the vehicle. When riding with Uber, the account holder is responsible for the behaviour of their entire party. If you request a ride or a delivery or rent a bike or scooter for another adult, even if you don't know them, you're held responsible for their behaviour during their trip or at delivery.

Vehicle information

For an easy pickup or delivery, the Uber apps give riders and Uber Eats users identifying information about driver and delivery partners and their vehicles, including their licence plate number, vehicle make and model, profile picture and name. Inaccurate or outdated information creates confusion among riders and Uber Eats users and can diminish their experience using the Uber apps.

Driver and delivery partners must take trips and deliveries using only approved vehicles. To provide accurate information, let us know your vehicle information and any updates to your documentation that may become invalid, like a driver's licence that's about to expire.

Helmets for bikes, motorcycles and scooters

For your safety, when riding a bike, motorcycle or scooter, find a helmet that fits well. Helmets can help protect you when worn according to the manufacturer's instructions, such as sitting low on your forehead and fitting snugly under your chin.

For your safety, you are also responsible for ensuring you are compliant with local road rules and laws that relate to riding a bike such as requirements for lights and bells. You can go [here](#) to learn more.

Be alert

Being out on the road means doing your part to help keep yourself and others safe. This means keeping your eyes on the road, being well rested and watching for situations that may require quick action. The law requires you to drive safely and this includes assessing your level of fatigue prior to logging on, and throughout your driving time. Other activities you may have been doing during the day or night can contribute to fatigue. Remember, the only true preventative measure against fatigue is sleep. We review reports of potentially unsafe driving behaviour and take action accordingly.

Proper maintenance and upkeep

Driver and delivery partners must ensure their motor vehicles meet roadworthiness requirements, including that brakes, seat belts and tyres are in good operating condition. This means maintaining your vehicle according to industry safety and maintenance standards. Delivery partners are expected to maintain their bike or e-bike in a safe condition in line with manufacturer's recommendations.

If you are involved in a road accident, we may restrict your access to the Uber app while we review whether the vehicle continues to meet roadworthiness requirements.

Safe roads, safe footpaths, safe pickups

We must all practice safe behaviour on the roads and footpaths, which includes looking out for all travellers and partners, regardless of how they get around and work.

As a JUMP rider, follow the rules of the road, use hand signals, give way to pedestrians and avoid parking on accessibility ramps or in a way that blocks pedestrian traffic.

Merchants should provide a safe area for order pickups.

Public emergencies

Uber may take additional measures to try to preserve the safety of our platform during public emergencies, including but not limited to natural disasters, public health emergencies and public crisis situations.

For example, if Uber receives notice from a public health authority that someone using the Uber platform may present a potential for public harm, we may waitlist the individual's account until it is reasonably safe to allow the individual to resume using the Uber platform. Similarly, we may prevent individuals in an entire city or region from using part or all of the Uber platform in order to comply with guidance from authorities during a time of public health emergency, natural disaster or other public crisis situation, or when the continued availability of the Uber platform might present a clear and present danger.

Additional guidelines for Uber Eats

In addition to following all of Uber's Community Guidelines, the standards below apply to orders and deliveries with Uber Eats.

Proper handling of food orders

Merchants are expected to meet all relevant licensing requirements and all other food laws and regulations – including food safety and hygiene regulations – and industry best practices and Uber policies. Merchants must maintain valid licences and/or permits.

Many prepared foods are perishable and can cause illness if not properly handled. Such foods can be potentially hazardous if not maintained under the proper time and temperature controls prior to pickup.

To help ensure that food reaches Uber Eats users safely, merchants are encouraged to seal packages in tamper-evident packaging ahead of delivery. Merchants are expected to act responsibly on information provided by Uber Eats users related to food allergies, intolerances or other dietary restrictions and reject order requests with which they cannot comply.

Proper delivery of orders

Merchants may outline certain delivery guidelines that promote food safety, adhere to regulatory guidance or accommodate Uber Eats user dietary restrictions. For example, merchants may notify a delivery partner to keep halal and non-halal food separate. Delivery partners should always follow such guidelines from merchants.

An insulated bag can make for a better Uber Eats user experience. Deliveries by bicycle may benefit from a more specialised bag to protect food from movement and weather conditions.

Delivery partners should deliver orders safely and in accordance with relevant safety standards and any delivery guidelines provided by merchants. For example, don't tamper with or open packaging during delivery. This can lead to foreign matter in food, which may pose a significant food safety risk for Uber Eats users.

Alcohol delivery

Sellers of alcohol items are expected to meet all relevant licensing requirements and to follow all liquor regulations and industry best practices. Sellers of alcohol items must maintain valid liquor licences and/or permits.

All orders that contain alcohol must comply with any applicable laws and restrictions on off-premise alcohol delivery and hours of service. Only Uber Eats users who are the legal age to buy alcohol (18+), and are not intoxicated, can order and receive alcohol deliveries where available. Uber Eats users will be asked to show government-issued photo ID to verify age and identity when an alcohol delivery arrives. If the Uber Eats user does not have a valid government-issued photo ID, or appears intoxicated, the alcohol portion of the order will not be able to be delivered and may be returned to the seller at the Uber Eats user's expense. Uber Eats users may not place an order that includes alcohol to be delivered to a public location where open containers are prohibited, or to any other areas where possession or consumption of alcohol is prohibited by law.

Sellers and delivery partners are prohibited by law from selling and delivering alcohol to Uber Eats users under the local legal drinking age. Merchants and delivery partners are responsible for following local requirements for alcohol delivery, which often include asking Uber Eats users to show their ID to verify age and identification, refusing delivery if an Uber Eats user is underage or appears intoxicated and returning alcohol that is undeliverable to the merchant. Merchants may be asked to accept returns of alcohol items that are undeliverable for any reason.

Creating a positive experience for delivery partners and Uber Eats users

It's important for merchants to treat delivery partners and Uber Eats users with respect.

Merchants should fulfill the correct items in their Uber Eats user's order. When an Uber Eats user receives missing or wrong items it can lead to a poor experience.

Long preparation times, long delivery partner handoff times (the amount of time it takes for the delivery partner to get in and out of the merchant with the order, including wait time) and high cancellation rates also create a negative experience for Uber Eats users and delivery partners.

If these metrics, or others, are significantly worse than the average for your city they may negatively impact other partners' experiences with the Uber Eats app. Merchants that don't meet the minimum standards for their city may lose access to the Uber App. If your metrics are below the minimum standard we will let you know. Merchants can monitor their own metrics anytime by signing into their [Restaurant Manager portal](#), and may reach out to our team with any questions or concerns.

Prohibited items

Merchants may only offer for sale items expressly contemplated under their agreement with Uber. Regulated or illicit items, and over-the-counter medications are not allowed to be offered on a merchant's Uber Eats menu. Uber may remove from – or otherwise limit your ability to post to – a merchant's Uber Eats menu any items Uber deems prohibited, inappropriate or offensive.

Follow the law

We have standards based on applicable laws and regulations that everyone must follow. For example, using the Uber apps to commit any crime or to violate any law is strictly prohibited.

Seat belts and car seats

Every rider, driver and delivery partner using a vehicle must always buckle up. Driver-partners are required by law to ensure each passenger has a seat belt. They must decline a ride if there are not enough seat belts for every passenger in their car.

Driver-partners and riders should comply with applicable laws when travelling with infants and small children. When riding with children, it's the rider's responsibility to provide and fit a suitable car seat. Children aged 12 and under should travel in the back seat.

Follow all laws

Everyone is responsible for knowing and obeying all applicable laws, including the rules of the road such as speed and traffic laws, food and food handling, and airport rules and regulations when at the airport, at all times when using the Uber apps.

All relevant licences and accreditation requirements must be kept up to date. For example, all driver and delivery partners using a vehicle are required by law to maintain a valid driver's licence, insurance and vehicle registration. For ridesharing, this also includes meeting the applicable regulatory requirements for rideshare or for-hire drivers in your area. We review reports of collisions or traffic citations that may have happened during a trip or delivery, and other reports that may indicate poor, unsafe or distracted driving, while using the Uber apps. Local rules about parking may limit where you can park your vehicle when picking up orders, making deliveries or waiting for riders to arrive. For example, stopping in bike lanes or blocking accessibility ramps may violate the law.

For riders and Uber Eats users, let your driver or delivery partner handle the driving. For example, don't touch the steering wheel and don't tamper with the gear stick or other controls that are used to operate a vehicle. Don't ask a driver or delivery partner to speed or to make illegal stops, drop-offs or manoeuvres.

When riding a bike or scooter, be mindful of local regulations and rules when riding and parking; you can check your relevant government's website for applicable laws. Following local rules of the road usually requires you to yield to pedestrians, ride in the direction of traffic, signal if you're planning to change direction and come to a complete stop at red lights and stop signs.

Service animals

The law requires that driver-partners must provide rides to anyone with a service animal. Knowingly refusing a rider a trip because of their service animal may result in permanently losing access to the Uber apps. By law, this is true even if a driver-partner has allergies, religious objections or a fear of animals.

By law, a driver-partner is only allowed to ask a rider two things about a service animal: if the animal is required because of a disability, and what work or task the animal has been trained to perform. By law, a driver-partner can request documentation from a rider if a service animal is not easily identifiable as one. You can learn more about our service animal policy [here](#).

Drugs and alcohol

Drug use and open containers of alcohol are never allowed while using the Uber apps.

If you're a driver or delivery partner, by law, you cannot drive or cycle while intoxicated. The law prohibits driving or cycling while under the influence of alcohol, drugs or any other substance that impairs your ability to safely operate a vehicle. If you encounter a rider who is too drunk or rowdy, you have the right to decline the trip for your own safety.

If you're a rider and you have reason to believe your driver may be under the influence of drugs or alcohol, ask the driver to end the trip immediately. Then exit the car and call 000/111. Once you have left the vehicle, report your experience to Uber.

Never ride a bike or scooter while under the influence of alcohol, drugs or any other substance that impairs your ability to safely operate a bike or scooter.

Weapons ban

Riders and their guests, as well as driver and delivery partners, are prohibited from carrying weapons while using the Uber apps, to the extent permitted by applicable law.

Fraud and theft

Intentionally falsifying information or assuming someone else's identity, for example when signing in or undergoing a security check, is against the law and isn't allowed. It is important to provide accurate information when reporting incidents, creating and accessing your Uber accounts, disputing charges or fees, and requesting credits. Only request fees or refunds that you're entitled to, and use offers and promotions only as intended.

Fraudulent activity may also include, but not be limited to: deliberately increasing the time or distance of a trip or delivery for fraudulent purposes or otherwise; accepting trip, order or delivery requests without the intention to complete, including provoking riders or Uber Eats users to cancel for fraudulent purposes; creating dummy accounts for fraudulent purposes; claiming fraudulent fees or charges, like false cleaning fees; intentionally requesting, accepting or providing fraudulent or falsified trips or deliveries; claiming to complete a delivery without ever picking up the delivery item; picking up a delivery item but retaining all or a portion of the item and not delivering the entire order; actions intended to disrupt or manipulate the normal functioning of the Uber apps, including manipulating the settings on a phone to prevent the proper functioning of the app and the GPS system; abusing promotions and/or not using them for their intended purpose; disputing charges for fraudulent or illegitimate reasons; creating improper duplicate accounts; or falsifying documents, records or other data for fraudulent purposes.

Delivery partners should never touch, take or eat any part of an order – this is considered theft and may result in loss of access to the Uber apps.

Street hails and other unacceptable activities

To enhance the safety of each experience, off-app pickups are prohibited. The law also prohibits street hails or touting while using the Uber apps, so never solicit or accept payment outside the Uber system. Riders and Uber Eats users should not pay for trips or deliveries in cash, and riders should not request trips from drivers outside of the Uber system.

Driver and delivery partners should not use unauthorised or third-party items – such as lights, placards, signs or similar items bearing Uber's name or trademark – as it may confuse riders or Uber Eats users.

Use of cameras or other video or audio recording devices

Local laws may allow users of the Uber apps to choose to record all or part of a trip or delivery to the extent permitted by applicable laws, including to document an issue that they may wish to report to Uber or a relevant authority. Applicable local laws or regulations may require any individual using recording equipment to notify and/or obtain consent of anyone being recorded. Additional regulations may also apply in your location, so please check this carefully. It is your responsibility to comply with any such regulations if you decide to use a camera or other video or audio recording device in your vehicle.

Broadcasting a person's image, audio or video recording in breach of privacy or surveillance laws is not allowed.

Your feedback matters

If something happens, whether it's good or bad, we make it easy for you to tell us. Our team is continuously improving our standards, and your feedback is important to help our standards reflect our technology evolves. We encourage users to rate their experience at the end of each trip or delivery. Honest feedback helps create a respectful, safe environment. And if something happens we encourage users to report it. We take reports seriously and take action as appropriate. We respect and value your privacy when making a report. To report, you can tap 'Help' in the app or visit [help.uber.com](#) so that our support team can follow up. In case of an emergency or if you find yourself in immediate danger, alert your local authorities or emergency services before notifying Uber.

Ratings

Across all our apps, partners, Uber Eats users, riders and merchants can give and receive ratings, as well as give feedback on how the trip went. This feedback system improves accountability and helps create a respectful, safe and transparent environment for everyone. Driver and delivery partners can see their current rating in the Feedback section of the app. Merchants can find their Uber Eats user and delivery partner rating by signing into [Restaurant Manager](#). Riders can see their rating displayed under their name by opening the app and touching the menu.

There is a minimum average rating in each city. This is because there may be cultural differences in the way people in different cities rate each other. Driver-partners, riders, delivery partners or merchants that don't meet the minimum average rating for their city may lose access to the Uber app. If your rating is lower than the minimum average rating in your city, we will let you know. We will also let you know if your rating is approaching this limit and may share information that may help you improve your rating.

If you are a driver-partner or a rider, your rating is an average rating based on your last 500 rated trips, or from the total number of rated trips if you haven't had 500 rated trips yet. If you are a delivery partner, your rating is based on the average of the last 100 ratings from Uber Eats users and merchants, or once you receive at least 10 ratings, the average of all ratings if Uber Eats users and merchants have not provided 100 ratings.

If you're looking to keep your average rating high, it's helpful to be courteous and respectful to all people while using the Uber apps. Driver-partners and delivery partners using the Uber apps typically provide excellent service to their riders and Uber Eats users, and most riders and Uber Eats users are courteous and respectful, so most trips and deliveries run smoothly. But we know that sometimes a trip or delivery doesn't go well – that's why your rating is an average rating.

If you believe an error caused you to lose access to your account, you may contact the Uber support team. As a rider, if you lose access to your Uber account, you will not be able to access either the Uber rider app or the Uber Eats app, nor will you be able to book JUMP bikes or scooters.

If you're a driver-partner and you lose access to your Uber account for a low star rating, you may have the opportunity to get back on the road if you meet eligibility requirements and provide proof that you've successfully taken a quality improvement course. Check with your local Uber team or [help.uber.com](#) to find out more.

Delivery, order, and trip acceptance

If you're a delivery or driver-partner and you don't want to accept delivery or trip requests, you can just log off. If you're a merchant, use the 'Pause New Orders' feature or make specific items unavailable. This helps keep the system running smoothly for everyone.

For delivery partners, driver-partners and merchants, if you consistently decline consecutive trip or order requests in a row, our technology may assume you have forgotten to log out, and you may be temporarily logged out. However, you are free to log back in at any time you wish to begin confirming availability for trips again.

How Uber enforces our guidelines

Losing access to the Uber apps may be disruptive to your life or to your business. That's why we believe it is important to have clear standards that explain the circumstances in which you may lose access to the Uber apps. If you violate any applicable terms of use, terms of the contractual agreement you agreed to when signing up for an account with Uber, or any of these Community Guidelines, you can lose access to the Uber apps. And if you have more than one Uber account, such as a rider account and a driver-partner account, violating the Community Guidelines could also lead you to lose access to all Uber accounts.

Uber receives feedback through a variety of channels, reviews reports submitted to our support team that may violate our Community Guidelines, and may investigate through a specialised team. If we are made aware of potentially problematic behaviour, we may contact you so we can look into it. We may, at our sole discretion, also put a hold on your account or turn your account inactive until our review is complete.

Not following any one of our guidelines may result in the loss of access to your Uber accounts. This may include certain actions you may take outside of the app, if we determine that those actions threaten the safety of the Uber community, our employees and contractors or cause harm to Uber's brand, reputation or business. And if the issues raised are serious or a repeat report, or your refusal to cooperate, you may lose access to the Uber apps. Any behaviour involving violence, sexual misconduct, harassment, discrimination or illegal activity while using the Uber apps can result in the immediate loss of access to the Uber apps. Additionally, when law enforcement is involved, we will cooperate with their investigation in accordance with our [Law Enforcement Guidelines](#).

Lastly, all driver-partners and delivery partners wanting to use the Uber account(s) if a routine motor vehicle record check, background check or other check checks. A driver or delivery partner will lose access to their Uber account(s) if they undergo a motor vehicle record check, background check or other check uncovers a violation of Uber's Community Guidelines or other criteria required by local regulators.

To read more about our Community Guidelines, go [here](#).

Riders and Uber Eats users can access terms of use for Uber and Uber Eats for Australia [here](#) and for New Zealand [here](#) and terms of service for JUMP Bikes [here](#). Merchants can access their legal agreement with Uber [here](#).

Last updated: October 10, 2019

Return to Legal Hub



Do not sell my info (California)

Select jurisdiction:

Canada

Select language:

English (United Kingdom)

Last modified: 16/01/2020

Uber Guidelines for Law Enforcement Authorities – Outside the US

We provide the following operational guidelines for law enforcement officials seeking information from Uber B.V. and its subsidiaries. We may change these guidelines without notice. Law enforcement officials inside the United States should consult [Uber Guidelines for Law Enforcement Authorities - US](#). Private parties, including civil litigants and criminal defendants, should consult our [Guidelines for Third Party Data Requests](#).

In some cases, law enforcement may find that a rider or Uber driver-partner who has filed a complaint can directly provide the best evidence. We send a trip receipt by email immediately after each trip. These receipts have detailed information about the trip including the date, time, pickup and drop off locations, route, distance, duration, fare breakdown, method of payment, and the names of the rider and driver-partner. Riders and driver-partners can access trip receipts and invoices for past rides in the Uber app or their online account.

About Uber

Uber is a technology company with a proprietary technology application (the “App”) that provides on-demand lead generation and related services. The App connects independent providers of transportation services with requests from riders requesting transportation services. Drivers provide transportation services to riders through a range of offerings based on vehicle type and/or the number of riders. The Company has expanded the App to enable the transport and delivery of food and packages. You can find up-to-date information about Uber’s services in our Help Center and Newsroom.

Business Records

We store and maintain information as described in our Privacy Statements and Terms of Use. This includes information contained in trip receipts available to riders and driver-partners who use Uber. When riders sign up and use the service, certain information is obtained and maintained in the ordinary course of using the service. This may include a phone number, email address, name, account start and end date, registration IP address, status, rating, payment method, customer service communications, and photo. When driver-partners sign up to use Uber we may have additional information including license plate numbers, vehicle information, address, a driver-partner’s employer (if any), insurance information, agreements, certain communications between driver-partners and riders, and some GPS location data.

Preservation of Records

Upon receipt of a formal written request by email to LERT@uber.com, we will work to preserve records in connection with official criminal investigations for 90 days. Law enforcement may extend a preservation request, once, for an additional 90 days. We do not maintain preserved materials unless we receive an extension request or legal process.

Legal Process Requirements

We will provide responsive records in accordance with our terms, policies, and applicable law. Some general principles are set forth here, but may not apply in every case.

Uber B.V. (Mr. Treublaan 7, 1097 DP, Amsterdam, the Netherlands) and Uber Technologies Inc. (1455 Market Street, San Francisco, CA, 94103, USA) are the data controllers for the personal data collected in connection with use of Uber’s services in the European Economic Area and the United Kingdom.

Uber Technologies Inc. (1455 Market Street, San Francisco, CA, 94103, USA) is the data controller for the personal data collected in connection with use of Uber’s services anywhere else.

Emergency and Exigent Requests

We have a process for evaluating requests on an emergency or exigent basis where there is an emergency or exigency that involves protecting a rider, driver-partner, or third party who has been physically harmed, or stopping illegal activity that poses an immediate threat of physical harm, or in cases of verifiable time-sensitive investigations. Requestors must submit an Emergency Request Form (which can be requested through LERT@uber.com) that describes in detail the nature of the emergency or urgency, including details about the nature of the alleged actual or threatened physical harm or exigency, and we review these requests on a case-by-case basis. We may provide responsive information when we have a good faith belief that doing so may protect riders, driver-partners, others, Uber, or otherwise assist with an exigent investigation. Once the emergency or exigency has passed, we require law enforcement to follow up with the appropriate legal process. Notwithstanding, we may require law enforcement to obtain appropriate legal process for any initial or additional disclosure. To facilitate our review, law enforcement should provide as much detail about the incident or emergency as possible.

Form of Request

Authorized law enforcement using an official government domain may send legal process to LERT@uber.com. We accept courtesy copies through LERT@uber.com as a convenience but reserve all rights and objections, such as for lack of jurisdiction or improper service. Law enforcement should take into account applicable privacy and data protection requirements, such as proportionality and subsidiarity, and at a minimum include in their request:

- Clear grounds for the legal basis for the request;
- Detailed specifics on the information sought and how this particular information may benefit the investigation. We will be unable to process overly broad or vague requests that do not identify the information sought with particularity; and
- The name of the issuing authority, badge/ID number of the responsible agent or officer, an email address from a law-enforcement domain, and a direct contact number for the responsible agent or officer.

Notice of Requests

We may notify riders and driver-partners of law enforcement requests for their information before disclosure of any personal data.

Return to Legal Hub

➔

Do not sell my info (California)

Uber			
Visit Help Center			
Company	Products	Global citizenship	Innovation
About us	Ride	Safety	Advanced Technologies Group
Our offerings	Drive	Diversity and Inclusion	AI
Newsroom	Eat		Elevate
Investors	Uber for Business		
Blog	Uber Freight		
Careers			