

Car Dealership Delivery Fee Addendum

Updated as of November 27, 2023

You entered into a Platform Access Agreement (the “PAA”) by and among you (“you”) and Schleuder, LLC, a subsidiary of Uber Technologies, Inc. (“Uber”). This is an addendum to the PAA and contains information about fee and payment terms. This addendum is effective as of the date and time you accept it.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the PAA. For the sake of clarity and depending on the context, references to “we,” “our” and “us” may also refer to Uber.

Upon acceptance this addendum is incorporated by reference and a part of the PAA. Except where modified above, the remainder of the PAA shall remain unchanged.

Delivery Fees; Gratuity. The “*Delivery Fee*” paid for by the Dealerships for a Delivery includes a base amount (including but not limited to a flat pickup and/or drop off fee) and may also include amounts based on the distance and/or time for each Delivery that you complete (provided that the amount may be based on the most efficient route and the estimated time amount between the pickup and drop-off location of a Delivery, including expected wait-time at pickup, expected travel time, and expected wait-time at drop off). The Delivery Fee may also include additional fees, such as a fee based on certain trip attributes, and may be adjusted based on marketplace factors, such as supply and demand.

Notwithstanding the foregoing, when you receive a Delivery request, or confirm a Delivery opportunity, our Platform may surface a minimum fee amount (“Upfront Delivery Fee”). You can accept this Upfront Delivery Fee by accepting the Delivery request or confirming the Delivery opportunity. Delivery Fees do not include gratuity, nor is receiving a gratuity guaranteed. Rather, the Dealerships may, in their sole discretion, decide to provide you with gratuity. Uber will not take any portion of your gratuity except as described below. If any gratuity is remitted using our application, it shall be included with other monies you may be entitled to receive (collectively, “*Net Payment*”).

Incentives. From time to time, you may be offered certain incentives to use our Platform. These incentives will be governed by separate terms and conditions provided to you in connection with those incentive offers.

Delivery Payment. For each Delivery, the Dealership will pay an amount that includes applicable fees for each Delivery (which contributes to the Delivery Fee), and may also include additional charges, such as surcharges, taxes, estimated tolls, and if the Dealership chooses, gratuity (collectively, the “*Delivery Payment*”).

No Separate Payment Related to Uber Marketing or Promotions. We often separately advertise and market our Platform and other products and services generally (including discounts or promotions) to users that reduce what they ultimately pay. Our advertising and marketing does not impact your Delivery Fee, nor entitle you to any additional payment.

Limited Agency for Payment Collection. In order to facilitate the transactions described in this addendum, you hereby appoint us as your limited agent for any payment collection related to your Deliveries and we hereby accept such appointment. We will process the Delivery Payment, on your behalf, and receipt of such Delivery Payment will be treated as if paid to you directly by the Dealership. We will use commercially reasonable efforts to remit amounts owed to you at least once a week. The Delivery Fee and any gratuity will be treated as if paid to you directly by a Dealership. Either party may revoke this appointment by terminating this Agreement; such revocation will be effective after final settlement of all outstanding liabilities under this Agreement.

Deductions; Set-off. You also agree that Delivery Fees, incentives, and any gratuities may be used to satisfy a court order of garnishment against you; to reimburse us for citations, tickets, or other administrative penalties or fines assessed by governmental entities arising from your conduct; or to reimburse us for any erroneous overpayment to you.

Adjustments; Disputes. In our good faith discretion, we may adjust or, in more serious situations, cancel or refund in its entirety, any component of the Delivery Payment for reasons such as fraud, a failure to properly end a Delivery, or your violation of this Agreement, such as failure to comply with the Requirements. If you believe in good faith that there was an error that requires an adjustment to your Net Payment, you can report that error by contacting us including by using the Driver app or phone support. You must report errors promptly or you will waive your right to dispute such Net Payment. Disputed amounts will be paid promptly upon resolution. Amounts owed to you will not include interest and, if permitted by applicable law, will be net of any amounts you owe us.

Receipts. Our Platform provides a system for delivering receipts to the Dealerships. After completing a Delivery, the receipt will be electronically delivered to the Dealership on your behalf. It may include certain information about you and that Delivery (including your details).

Taxes. You are required to follow applicable law regarding your tax registration, calculation and remittance obligations for your Deliveries, as well as to provide us with all relevant tax information. You are responsible for taxes on your own income. Based on applicable tax or regulatory considerations, we may choose in our reasonable discretion to collect from your Delivery Payment, or other monies you may be entitled to receive, taxes applicable to your Deliveries and remit such amounts directly to the applicable taxing authority, and may provide any of the relevant tax information you have given us directly to the applicable tax authorities on your behalf or otherwise.

By clicking “Yes, I agree,” I expressly acknowledge that I have read, understood, and considered the consequences of this addendum, that I agree to be bound by the terms of this addendum, and that I am legally competent to enter into this addendum with Uber.