

Uber Connect & Uber Direct Fare Addendum

Updated as of July 24, 2024

You entered into a Platform Access Agreement (the “PAA”) by and among you and your company/business (“you”) and Schleuder, LLC, a subsidiary of Uber Technologies, Inc. (“Uber”). This is an addendum to the PAA and contains information about fare and payment terms for Deliveries with Uber Connect or any other related products including Return a Package or Store Pickup (“*Uber Connect*”) and/or Uber Direct and any other related products (“*Uber Direct*”). 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.

By clicking “Yes, I agree,” you agree to be bound by the additional terms below as of the date of your acceptance. 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. This addendum replaces and supersedes any previous addendum that you have accepted related to the subject matter described herein.

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If you accept Uber Connect requests, which also includes Return a Package or Store Pickup trips, or Uber Direct requests, the following terms apply to you.

Fares; Pre-Delivery Fares; Gratuity; Net Payment. Uber enables you, through the Driver App, to charge the Requester of the Delivery a “*Fare*.” The Fare may be calculated using a base amount and amounts that are based on the estimated or actual distance and/or time of the Deliveries you complete, or the Fare may be based on flat-rate pricing. The Fare may include additional fees paid by a Requester, such as a fee based on certain trip attributes, and in some cases may be adjusted based on marketplace factors, such as supply and demand. The Fare does not include fees payable by Requestors directly to Uber, as applicable, and does not include certain taxes and fees payable to a governmental entity.

In the event that you accept a trip that includes multiple Delivery requests (e.g., multiple pick up locations and/or multiple drop off locations), all Deliveries will be included in a single Fare. For the avoidance of doubt, on a canceled Delivery, the Fare will be the cancellation fee charged to a Requester.

On certain trips, when you receive a Delivery request, our Platform may surface to you a “*pre-Delivery Fare*.” You accept this pre-Delivery Fare by accepting the Delivery request. The pre-Delivery Fare may be adjusted if the length or duration of the trip deviates from the estimated length or duration that was used to calculate the pre-Delivery Fare. If a pre-Delivery Fare is not surfaced in connection with a Delivery request, the Fare for that Delivery request will be based on rates, which may include per-minute or per-mile rates or flat rates, that will be made available to you. We will provide you with notice of any changes to these rates, and by continuing to accept Delivery requests, you are deemed to have accepted those changes.

Fares do not include gratuity, nor is receiving a gratuity guaranteed. Rather, Requesters may, in their sole discretion, decide to provide you with gratuity. If any gratuity is remitted by Requesters using our application, it will be remitted to you in addition to any other monies you may be entitled to receive, including Fares, estimated tolls, any taxes, and/or other fees, surcharges, or payments (collectively, “*Net Payment*”).

Requester Payment. Unless we indicate to you otherwise, for each Delivery, the Requester will pay an amount that includes the Fare, the booking fee and other applicable fees retained by us, if they choose, any gratuity, plus an amount that may correspond to the Service Fee (defined below) (collectively, the “*Requester Payment*”). Depending on the type of trip, the Requester also may pay an amount that includes any estimated tolls and any applicable taxes and surcharges.

Our Service Fee. In consideration for services connecting you to Requesters and related services, including payment processing, you will pay us (and/or permit us to collect from amounts owed to you) a service fee (“*Service Fee*”) on each Delivery. For the avoidance of doubt, you will not be charged a fee to access our Platform. For each Delivery, the Service Fee equals the Requester Payment minus: (a) the Fare, (b) any gratuity, (c) applicable taxes, estimated tolls and surcharges, and (d) the booking fee and other fees retained by us.

In the event of a Delivery where the Fare is greater than the Requester Payment (excluding gratuity, applicable fees retained by us, tolls, taxes and surcharges), no Service Fee will be charged for that Delivery. In such case, any excess amounts that you receive will be shown as an adjustment to your Service Fee(s) (or if necessary, as an adjustment to another payment owed to you).

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.

Limited Agency. In order to facilitate the transactions described in this addendum, you hereby appoint us as your limited agent for payment collection for your Deliveries and we hereby accept such appointment. We will process the Requester Payment on your behalf through our Platform's payment processing functionality. We will use commercially reasonable efforts to remit amounts owed to you at least once a week. The Requester Payment will be treated as if paid to you directly by a Requester. Further, by accepting a Delivery, you agree to charge the Requester Payment to the Requester at the amount recommended by us as your limited pricing agent. Either party may revoke this appointment by terminating the Agreement; such revocation will be effective after final settlement of all outstanding liabilities under the Agreement.

Deductions; Set-off. You also agree that the Net Payment and incentives 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 or any airport arising from your conduct; or to reimburse us for any erroneous overpayment to you; or to pay amounts related to shipping fees and other product fees.

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

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 Requester Payment for reasons such as fraud, a failure to properly end a Delivery, or your violation of the Agreement, such as a failure to comply with the Requirements. If you believe in good

faith that there was an error that requires an adjustment to the Net Payment, you can report that error by contacting us including by using the Driver app, phone support or visiting us in-person at a Greenlight Hub. 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 you with a system for delivering receipts to your Requesters. After completing a Delivery, the receipt will be electronically delivered to your Requester on your behalf. It includes 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 the Requester Payment 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.