

UBER POOL ADDENDUM (NEW ZEALAND)

Last Updated: 8 November 2021

You entered into an agreement (“**Agreement**”) with Rasier New Zealand Limited (“**Company**”), a company registered in New Zealand with Company Number 7056276 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 Uber Pool Addendum is an addendum to the Agreement and it sets forth additional terms and conditions that are applicable in New Zealand and to the extent you provide Transportation Services utilising Uber Pool (as this 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) Definitions

“**Uber Pool Trip**” means the whole trip you provide to one or more Users using Uber Pool and will comprise one or more Uber Pool Trip Components.

“**Uber Pool Trip Component**” means the unique trip provided to each User in accordance with their individual Uber Pool trip request and which may be matched with other Uber Pool Trip Components.

“**Trip Request**” means a request from a User for a Uber Pool Trip Component.

(2) Uber Pool.

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 (“**Uber Pool**”). If you provide a Transportation Service to Users utilising Uber Pool, you acknowledge and agree that once a User initiates a Trip Request for an Uber Pool Trip Component, and the Trip Request is accepted by you, one or more additional Users may also initiate separate Trip Requests for an Uber Pool Trip Component that may be matched with the original Trip Request such that the additional Users will share in a portion of the same Uber Pool Trip.

An Uber Pool Trip will commence when the first matched Uber Pool Trip Component commences and concludes when the final matched Uber Pool Trip Component concludes (noting that in the case where there is only one Uber Pool Trip Component the Uber Pool Trip will commence and conclude at the commencement and conclusion of that single Uber Pool Trip Component).

You may receive Trip Requests while being logged into the UberX option of the Driver App. You may choose to reject such Uber Pool Trip requests at your discretion. You may also choose to reject requests for subsequent Uber Pool Trip Components (each a “**Subsequent Trip Component**”).

(3) Uber Pool Fares and Your Payment

A User of an Uber Pool Trip Component is offered an Upfront Fare communicated via the Uber app for the transportation services provided by you. The Upfront Fare may be reduced for each User of an Uber Pool Trip Component if you accept Trip Requests from subsequent Users. Company will calculate a recommendation for a discount on the Upfront Fare you may elect to charge Users in these circumstances.

You will receive payment for Uber Pool Trip Components as a proportion of the Upfront Fare for a User of an Uber Pool Trip Component, calculated as a base fare amount plus distance and time. Uber or its affiliates will accept payment from each User on your behalf in accordance with clause 8 of the Agreement.

(4) Uber Pool Service Fees

Service Fees on Fares for Uber Pool 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 Uber Pool. If the Uber Pool Trip you provide to a User is completed before a subsequent User is matched with that Uber Pool Trip, the Service Fee payable will be as set out in the Service Fee Addendum for UberX trips.

In consideration of the Company's provision of the Uber Services to you in connection with Uber Pool, you agree to pay Company a Service Fee on a per Uber Pool Trip Component basis. This Service Fee will vary for each Uber Pool Trip Component and be communicated as an individual Service Fee for each Uber Pool Trip Component and/or as a combined Service Fee for that Uber Pool Trip (which is a summation of the Service Fee/s that apply to each prior matched Uber Pool Trip Component). The Service Fee that you pay Company for each Uber Pool Trip Component will be a minimum of 5% ("**Minimum Uber Pool Service Fee**") and a maximum of 45% of the Upfront Fare of that Uber Pool Trip Component. You will generally pay more than the Minimum Uber Pool Service Fee where you accept one or more matched Uber Pool Trip Components and the result is the overall Uber Pool Trip results in a fare that is not less than what you would have received from a comparable UberX trip of similar time and distance.

Service fees for Uber Pool vary depending on a number of factors, including but not limited to how many Users are matched into the same vehicle, how much of the Uber Pool Trip includes matched Uber Pool Trip Components, the value of Upfront Fares agreed to by Users on the Uber Pool Trip and any extra time and distance added to the Uber Pool Trip in order to pick up Users (i.e., detours).