

Uber Connect Fare Addendum

Updated as of February 15, 2022

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, including, but not limited to, consumer-to-consumer, business-to-consumer, and business-to-business deliveries, such as Uber Connect or any other related products (“Uber Connect”). 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.

* * *

If you accept Uber Connect requests, the following terms apply to you.

Fares; Gratuity. Uber enables you, through the Driver App, to charge your Requester a “Fare” for each Delivery. The fare may be calculated using base amount and amounts that are based on the estimated or actual distance and/or time for each Delivery you complete. The Fare may include additional fees paid by a Requester, such as a fee based on certain trip attributes, and may be adjusted based on marketplace factors, such as supply and demand. Additionally, the Fare does not include fees payable by Requestors directly to Uber (“Direct Fees”) as applicable and does not include certain taxes and fees payable to a governmental entity. 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 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, 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.

The Fare is a recommended amount. You shall always have the right to: (i) charge a fare that is less than the pre-Delivery Fare; or (ii) negotiate, at your request, a Fare that is lower than the pre-Delivery Fare (each of (i) and (ii) herein, a “*Negotiated Fare*”). Absent a request for a Negotiated Fare, the pre-Delivery Fare shall be the amount used in the transaction. We will consider all such Negotiated Fare requests from you in good faith. Fares do not include gratuity, nor is receiving a gratuity guaranteed. Rather, Requesters 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.

Driver Payment. Any gratuity paid to you by a Requester is your property and, if remitted using our application, shall be remitted to you along with Fares, estimated tolls, and any taxes or other fees or surcharges that you may be entitled to receive for your Delivery (collectively, “*Driver Payment*”).

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 your Fare) 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 (defined below) minus: (a) the Fare, (b) estimated tolls, (c) any gratuity, (d) Direct Fees, (e) applicable estimated taxes and surcharges, and (f) 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, Direct Fees, 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).

Requester Payment. Unless we indicate to you otherwise, for each Delivery, the Requester will pay an amount that includes the Fare, applicable taxes, estimated tolls and surcharges, other applicable fees retained by us as well as an amount that corresponds to the Service Fee, and if they choose, any gratuity (collectively, the “*Requester Payment*”). For more information on how tolls and surcharges are charged to Requesters, please see the [Tolls and Surcharges Help Page](#).

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 Driver 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 Driver 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 Driver 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 Driver 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 and a map of the route taken).

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.