

## California Addendum

Updated as of December 4, 2020

You entered into a Platform Access Agreement (the “PAA”) by and among you and your company/business (“you”) and Uber Technologies, Inc. and/or one or more of its subsidiaries or affiliate entities, including but not limited to Portier, LLC (collectively, “Uber”), governing your use of the Driver App and access to the Platform(s) operated by Uber. This is an addendum to the PAA(s) and contains additional information about your provision of rideshare or peer-to-peer transportation service and/or for-hire service and/or delivery service, as applicable, in California, using the Driver App. This addendum is effective as of December 16, 2020.

Except where modified herein, the remainder of the PAA(s) and addenda thereto shall remain unchanged. To the extent there is a conflict between the PAA(s) and this addendum, this addendum shall control.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the PAA(s).

### **1. Driver Independence; Driver Rest**

Consistent with Cal. Bus. & Prof. Code Section 7451, each party acknowledges and agrees that Uber does not and has no right to:

- (a) unilaterally prescribe specific dates, times of day, or a minimum number of hours during which you must be logged into our Driver App or Platform(s);
- (b) require you to accept any specific rideshare service, for-hire service, or delivery service request as a condition of maintaining access to our Driver App or Platform(s);
- (c) restrict you from performing rideshare services, for-hire services, or delivery services through other network companies except during engaged time;
- (d) restrict you from working in any other lawful occupation or business.

Notwithstanding the foregoing, as set forth in Cal. Bus. & Prof. Code Section 7461, you understand and agree that you may not be logged in and driving on the Driver App and Platform(s) for more than a cumulative total of 12 hours in any 24-hour period, unless you have already been logged off for an uninterrupted period of 6 hours. You further acknowledge and agree that if you have been logged on and driving for more than a cumulative total of 12 hours

in any 24-hour period, without logging off for an uninterrupted period of 6 hours, you shall be prohibited from logging back into the Driver App and Platform(s) for an uninterrupted period of at least 6 hours.

## **2. Earnings Guarantee and Healthcare Subsidy**

Uber will comply with the earnings guarantee and healthcare subsidy requirements of Cal. Bus. & Prof. Code Sections 7453 and 7454 to the extent applicable to you. You acknowledge and agree that, as set forth in Cal. Bus. & Prof. Code Section 7454(d)(1), Uber may require, at its sole and reasonable discretion, that you provide proof of current enrollment in a qualifying health plan as a condition of eligibility to receive the healthcare subsidy. Proof of current enrollment may include, but is not limited to, health insurance membership or identification cards, evidence of coverage and disclosure forms from the health plan, or claim forms and other documents necessary to submit claims.

## **3. Termination and Account Deactivation**

Pursuant to Cal. Bus. & Prof. Code Section 7452(b), we may deactivate your account and terminate the PAA(s) based upon a ground specified herein.

You consent to and we may temporarily deactivate your account(s) without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates the PAA, as well as the following policies incorporated herein by reference, as amended from time to time: the [Community Guidelines](#), [Referral Policies](#), the [Non-Discrimination Policy](#), accessibility policies including the [Service Animal and Assistive Device Policy](#), the [Zero Tolerance Policy](#), the Anti-Sexual Misconduct & Sexual Assault Policy, or any additional policies and standards that are communicated by Uber to you (any of the foregoing, a “*Specified Breach or Violation*”). You also consent to and we may terminate the PAA(s) or permanently deactivate your account(s) without notice if we determine in our discretion that a Specified Breach or Violation has occurred or in the event we cease operations in the market where you provide transportation and/or delivery services.

As set forth in Cal. Bus. & Prof. Code Section 7452(c), you may appeal the termination of the PAA(s) and/or permanent deactivation of your account(s).

## **4. Taxes**

By agreeing to this addendum, you acknowledge that certain payments made by Uber on a

calendar year basis, including, but not limited to, amounts paid to you in connection with the earnings guarantee and healthcare subsidy requirements of Cal. Bus. & Prof. Code Sections 7453 and 7454 and the value of the premiums paid by Uber for occupational accident insurance coverage, may be reported as taxable income on a Form 1099 or other applicable form to be issued to you and applicable tax authorities, as required by law. You further acknowledge that some of those payments (e.g., occupational accident insurance premiums paid for your benefit and attributed to you) may be reported on Form 1099 even though you will not receive cash directly for such amounts. You are responsible for taxes on your own income.

**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.**