

Fare Addendum

Updated as of April 4, 2022

You entered into a Platform Access Agreement (the “PAA”) by and among you and your company/business (“*you*”) and the following entity as applicable, based on the region specified: Uber Technologies, Inc. in California; Rasier-PA, LLC in Pennsylvania; Rasier-DC, LLC in Florida; Rasier-MT, LLC in Montana; Rasier-NY in New York; Hinter-NM, LLC in New Mexico; and Rasier, LLC in all other U.S. states, territories and possessions (collectively, “*Uber*”). This is an addendum to the PAA and contains information about fare 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 “Uber”, “we”, “*our*”, and “*us*” may also refer to the appropriate Uber-affiliated contracting entity accordingly or Uber collectively.

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.

Fares; Gratuity Uber enables you, through the Driver App, to charge your Rider(s) a “Fare” for each Ride. 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 Ride. The Fare may (i) include additional fees or a portion thereof paid by a Rider, such as a fee based on certain trip attributes (e.g., wait time fees), and (ii) be adjusted based on marketplace factors, such as supply and demand. Additionally, the Fare does not include fees payable by Riders 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 trip, the Fare may be the cancellation fee or a portion thereof charged to a Rider.

On certain trips, when you receive a Ride request, our Platform may surface a pre-trip Fare. You accept this pre-trip Fare by accepting the Ride request. The pre-trip 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-trip Fare. If you do not receive a pre-trip Fare, the Fare 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 Ride 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-trip Fare; or (ii) negotiate, at your request, a Fare that is lower than the pre-trip Fare (each of (i) and (ii) herein, a “*Negotiated Fare*”). Absent a request for a Negotiated Fare, the Fare recommended by Uber 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, and receiving a gratuity is not guaranteed. Rather, Riders may, in their sole discretion, decide to pay you a 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 Rider 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 Rides (collectively, “*Driver Payment*”).

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

Our Service Fees In consideration for services connecting you to Riders and related services, including payment processing, you will pay us (and/or permit us to collect from the Rider Payment) a service fee (“*Service Fee*”). For the avoidance of doubt, you will not be charged a fee to access our Platform. Unless we indicate to you otherwise, the Service Fee that will be charged to you on a per-Ride basis shall equal the Rider Payment (defined below) minus: (a) the Fare, (b) any gratuity, and (c) other items, including but not limited to, (i) Direct Fees, (ii) applicable estimated taxes, tolls, and surcharges, (iii) fees retained by us, and (iv) any other payments to you included on the per-trip receipt, which may include per-trip promotions ((a)-(c), collectively, “*Service Fee Offsets*”).

In the event of a Ride where the Fare is greater than the Rider Payment (excluding gratuity, Direct Fees, applicable estimated taxes, tolls, and surcharges, fees retained by us, and any other payments to you included on the per-trip receipt), no Service Fee will be charged for that Ride. In such a 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). In consideration for using Shared Rides options, such as Uber Pool, you agree to pay us a Service Fee on each Rider's Ride within a trip. The Service Fees applicable to a Shared Ride trip may vary within the trip.

The "Weekly Service Fee" for the relevant weekly period shall equal all Rider Payments minus: (a) all Service Fee Offsets; and (b) any other payments to you not included on the per-trip receipt, including but not limited to weekly promotions, cleaning fee payments, and lost item fee payments.

Rider Payment Unless we indicate to you otherwise, for each Ride, the Rider will pay an amount that includes the Fare, applicable estimated taxes, tolls and surcharges, Direct Fees, and other fees retained by us, as well as an amount that corresponds to the Service Fee, and if they choose, any gratuity (collectively, the "*Rider Payment*"). The Fare does not include the amount that corresponds to the Service Fee. For more information on how tolls and surcharges are charged to Riders, please see the [Tolls and Surcharges Help Page](#).

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 Rides and we hereby accept such appointment. We will process the Rider 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 Rider Payment will be treated as if paid to you directly by a Rider, with the exception of Direct Fees. Further, by accepting a Ride, you agree to charge the Rider Payment to the Rider at the amount recommended by us as your limited pricing agent or to charge the Negotiated Fare. 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 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; 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 Rider Promotions We often separately advertise and market our Platform and other products and services generally (including discounts or promotions) to Riders that reduce what they ultimately pay for a Ride. 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 Driver Payment for reasons such as fraud, a failure to properly end a Ride, or your violation of this 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 Riders. After completing a Ride, the receipt will be electronically delivered to your Rider on your behalf. It includes certain information about you and that Ride (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 Rides, 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 Rider Payment taxes applicable to your Rides 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,” You expressly acknowledge that You have read, understood, and considered the consequences of this addendum, that You agree to be bound by the terms of this addendum, and that You are legally competent to enter into this addendum with Uber.