

POOL CHANCE ADDENDUM (AUSTRALIA)

Last Updated: 18 January 2021

You entered into an agreement (“**Agreement**”) with Rasier Pacific Pty Ltd (“**Company**”), a company registered in Australia with ACN 622 365 833 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 Pool Chance Addendum is an addendum to the Agreement and it sets forth additional terms and conditions that are applicable in Australia and to the extent you provide Transportation Services utilising Pool Chance (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

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

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

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

(2) Pool Chance.

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

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

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

(3) Pool Chance Fares and Your Payment

A User of a Pool Chance 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 a Pool Chance 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 Pool Chance Trip Components as a proportion of the Upfront Fare for a User of a Pool Chance 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) Pool Chance Service Fees

Service Fees on Fares for Pool Chance 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 Pool Chance. If the Pool Chance Trip you provide to a User is completed before a subsequent User is matched with that Pool Chance 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 Pool Chance, you agree to pay Company a Service Fee on a per Pool Chance Trip Component basis. This Service Fee will vary for each Pool Chance Trip Component and be communicated as an individual Service Fee for each Pool Chance Trip Component and/or as a combined Service Fee for that Pool Chance Trip (which is a summation of the Service Fee/s that apply to each prior matched Pool Chance Trip Component). The Service Fee that you pay Company for each Pool Chance Trip Component will be a minimum of 5% (“**Minimum Pool Chance Service Fee**”) and a maximum of 45% of the Upfront Fare of that Pool Chance Trip Component. You will generally pay more than the Minimum Pool Chance Service Fee where you accept one or more matched Pool Chance Trip Components and the result is the overall Pool Chance 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 Pool Chance 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 Pool Chance Trip includes matched Pool Chance Trip Components, the value of Upfront Fares agreed to by Users on the Pool Chance Trip and any extra time and distance added to the Pool Chance Trip in order to pickup Users (i.e., detours).