

## Fare Addendum

Updated as of January 6, 2020

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: 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, calculated as a base amount plus amounts based on the Ride’s distance and/or time. The Fare may also include additional fees paid by a Rider, such as a fee based on certain trip attributes, and may be adjusted based on marketplace factors, such as supply and demand. Notwithstanding the foregoing, there may be situations where the Fare is predetermined (e.g., minimum fare Rides) or estimated (e.g., Rides where GPS information is unavailable).

Fares do not include gratuity, nor is receiving a gratuity guaranteed. Rather, Riders 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 Rider is your property and, if remitted using our application, shall be remitted to you along with Fares and estimated tolls that you may be entitled to receive for your Rides (collectively, "*Driver Payment*").

### **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.

### **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 your Fare) a service fee ("*Service Fee*") on each Ride. For the avoidance of doubt you will not be charged a fee to access our Platform. For each Ride, the Service Fee equals the Rider Payment (defined below) minus: (a) the Fare; (b) estimated tolls; (c) the booking fee retained by us; (d) any gratuity, and (e) applicable estimated taxes and surcharges. In the event of a Ride where the Fare is greater than the Rider Payment (excluding fees retained by us, tolls, taxes and surcharges), no Service Fee will be charged for that Ride. 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). In consideration for using Uber Pool, you agree to pay us a Service Fee on each Rider's Ride within a Pool trip. The Service Fees applicable to an Uber Pool trip may vary based on the efficiency and compatibility of Riders' anticipated routes within the Pool trip. We will display the (i) Service Fee for each Ride within a Pool trip and (ii) consolidated Service Fee for the Pool trip on the receipt.

### **Rider Payment**

Unless we indicate to you otherwise, for each Ride, the Rider 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 "*Rider Payment*").

### **Notice of Changes**

We will give you notice of any change to any base fare or applicable distance and/or time amounts, and flat rate and minimum trip fares, and by continuing to accept Ride requests, you are deemed to accept these changes.

### **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. 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. 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 Driver Payments 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.

### **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 Rider 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 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,” 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.**