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United States ▼

## Legal

# U.S. Terms of Use

Effective: December  
13, 2017

## 1. Contractual Relationship

These Terms of Use ("Terms") govern your access or use, from within the United States and its territories and possessions, of the applications, websites, content, products, and services (the "Services," as more fully defined below in

Section 3) made available in the United States and its territories and possessions by Uber USA, LLC and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "Uber"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND UBER. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

These Terms

expressly supersede prior agreements or arrangements with you. Uber may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

**IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH UBER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU**

**EXPRESSLY  
ACKNOWLEDGE  
THAT YOU HAVE  
READ AND  
UNDERSTAND ALL  
OF THE TERMS OF  
THIS AGREEMENT  
AND HAVE TAKEN  
TIME TO CONSIDER  
THE  
CONSEQUENCES OF  
THIS IMPORTANT  
DECISION.**

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you in separate region-specific disclosures (e.g., a particular city webpage on Uber.com) or in connection with the applicable Service(s). Supplemental terms

are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Uber may amend the Terms from time to time. Amendments will be effective upon Uber's posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. If Uber changes these Terms after the date you

first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing Uber written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Uber USA, LLC (the name and current contact information for the registered agent in each state are available online [here](#)), or (b) by email from the email address associated with your Account to: [change-dr@uber.com](mailto:change-dr@uber.com). In order to be effective,

the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of these Terms as of the date you first agreed to the Terms (or to any subsequent changes to these Terms).

Uber's collection and use of personal information in connection with the Services is described in Uber's Privacy Statements located at [www.uber.com/legal/privacy](https://www.uber.com/legal/privacy).

## 2. Arbitration Agreement

**By agreeing to the Terms, you agree that you are required**

**to resolve any claim that you may have against Uber on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Uber, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Uber by someone else.**

**Agreement to Binding Arbitration Between You and Uber.**

You and Uber agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Uber, and not in a court of law.

You acknowledge and agree that you and Uber are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative

proceeding. Unless both you and Uber otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Uber each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or

other intellectual  
property rights.

## **Rules and Governing Law.**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve

any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that

this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of California.

## **Process.**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of

delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

## **Location and Procedure.**

Unless you and Uber otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Uber submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the

AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

### **Arbitrator's Decision.**

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the

claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Uber will not seek, and hereby waives all rights Uber may have under applicable law to recover, attorneys' fees and expenses if Uber prevails in arbitration.

### **Fees.**

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in

the AAA Rules.

However, if your claim for damages does not exceed \$75,000, Uber will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

## **Changes.**

Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms, if Uber changes this Arbitration Agreement after the date you first agreed to the Terms (or to

any subsequent changes to the Terms), you may reject any such change by providing Uber written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Uber USA, LLC (the name and current contact information for the registered agent in each state are available online [here](#)), or (b) by email from the email address associated with your Account to: [change-dr@uber.com](mailto:change-dr@uber.com). In order to be effective, the notice must

include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Uber in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

## **Severability and Survival.**

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from

these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome

of any individual  
claims in arbitration.

### 3. The Services

The Services  
comprise mobile  
applications and  
related services  
(each, an  
"Application"), which  
enable users to  
arrange and schedule  
transportation,  
logistics and/or  
delivery services  
and/or to purchase  
certain goods,  
including with third  
party providers of  
such services and  
goods under  
agreement with Uber  
or certain of Uber's  
affiliates ("Third Party  
Providers"). In certain  
instances the  
Services may also  
include an option to  
receive  
transportation,

logistics and/or  
delivery services for  
an upfront price,  
subject to  
acceptance by the  
respective Third Party  
Providers. Unless  
otherwise agreed by  
Uber in a separate  
written agreement  
with you, the Services  
are made available  
solely for your  
personal,  
noncommercial use.

YOU ACKNOWLEDGE  
THAT YOUR ABILITY  
TO OBTAIN  
TRANSPORTATION,  
LOGISTICS AND/OR  
DELIVERY SERVICES  
THROUGH THE USE  
OF THE SERVICES  
DOES NOT  
ESTABLISH UBER AS  
A PROVIDER OF  
TRANSPORTATION,  
LOGISTICS OR  
DELIVERY SERVICES  
OR AS A

TRANSPORTATION  
CARRIER.

### **License.**

Subject to your compliance with these Terms, Uber grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Uber and Uber's licensors.

## Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Uber; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any

programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## **Provision of the Services.**

You acknowledge that portions of the Services may be made available under Uber's various brands or request options associated with transportation or logistics, including the transportation

request brands currently referred to as "Uber," "uberX," "uberXL," "UberBLACK," "UberSELECT," "UberSUV" and "UberLUX" and the logistics request products currently referred to as "UberRUSH," and "UberEATS." You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Uber's subsidiaries and affiliates; or (ii) independent Third Party Providers, including Transportation Network Company drivers, Transportation Charter Permit holders or holders of

similar transportation permits, authorizations or licenses.

## **Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that Uber does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content.

Uber does not endorse such third party services and content and in no event shall Uber be responsible or liable for any products or services of such third party providers.

Additionally, Apple

Inc., Google, Inc.,  
Microsoft  
Corporation or  
BlackBerry Limited  
will be a third-party  
beneficiary to this  
contract if you access  
the Services using  
Applications  
developed for Apple  
iOS, Android,  
Microsoft Windows,  
or Blackberry-  
powered mobile  
devices, respectively.  
These third party  
beneficiaries are not  
parties to this  
contract and are not  
responsible for the  
provision or support  
of the Services in any  
manner. Your access  
to the Services using  
these devices is  
subject to terms set  
forth in the applicable  
third party  
beneficiary's terms of  
service.

## **Ownership.**

The Services and all rights therein are and shall remain Uber's property or the property of Uber's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Uber's company names, logos, product and service names, trademarks or services marks or those of Uber's licensors.

## **4. Access and Use of the Services User Accounts.**

In order to use most aspects of the Services, you must

register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to Uber certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by Uber. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete,

and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Uber in writing, you may only possess one Account.

## **User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you

may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any

other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

## **Text Messaging and Telephone Calls.**

You agree that Uber may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an Uber account,

including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from Uber at any time, either by texting the word "STOP" to 89203 using the mobile device that is receiving the messages, or by contacting [help.uber.com](https://help.uber.com). If you do not choose to opt out, Uber may contact you as outlined in its User Privacy Statement, located at [www.uber.com/legal/privacy](https://www.uber.com/legal/privacy).

## Referrals and Promotional Codes.

Uber may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future Services and/or a Third Party Provider's services, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Uber establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the

general public (whether posted to a public form or otherwise), unless expressly permitted by Uber; (iii) may be disabled by Uber at any time for any reason without liability to Uber; (iv) may only be used pursuant to the specific terms that Uber establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Uber reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Uber determines or believes that the use of the referral system

or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of Uber's Terms.

## **User Provided Content.**

Uber may, in Uber's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Uber through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your

property. However, by providing User Content to Uber, you grant Uber a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Uber's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of

payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Uber the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Uber's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in

the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Uber in its sole discretion, whether or not such material may be protected by law.

Uber may, but shall not be obligated to, review, monitor, or remove User Content, at Uber's sole discretion and at any time and for any reason, without notice to you.

## **Network Access and Devices.**

You are responsible for obtaining the data

network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Uber does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 5. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). Uber will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments.

Please visit

[www.uber.com/cities](https://www.uber.com/cities)

for further information on your particular location.

All Charges and payments will be enabled by Uber using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Uber may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by Uber.

As between you and Uber, Uber reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the

use of the Services at any time in Uber's sole discretion.

Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Uber will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Uber may from time to time provide certain users with promotional offers and discounts that may result in different amounts

charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third Party Provider's behalf. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional

feedback. Uber may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any Third Party Providers or other third parties.

In certain cases, with respect to Third Party Providers, Charges you incur will be owed directly to Third Party Providers, and Uber will collect payment of those charges from you, on the Third Party Provider's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Third Party Provider. In such cases, you retain the right to request lower Charges from a Third

Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods, and Charges you incur will be owed to the Third Party Provider. Uber will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good. This payment structure is intended to fully compensate a Third Party Provider, if applicable, for the services or goods obtained in connection with your use of the Services. In all other cases, Charges you incur will be owed and paid directly to Uber or its affiliates, where Uber

is solely liable for any obligations to Third Party Providers. In such cases, you retain the right to request lower Charges from Uber for services or goods received by you from a Third Party Provider at the time you receive such services or goods, and Uber will respond accordingly to any request from you to modify the Charges for a particular service or good. Except with respect to taxicab transportation services requested through the Application, Uber does not designate any portion of your payment as a tip or gratuity to a Third Party Provider. Any representation by Uber (on Uber's

website, in the Application, or in Uber's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Uber provides any additional amounts, beyond those described above, to a Third Party Provider you may use. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so.

Gratuities are  
voluntary.

## **Repair, Cleaning or Lost and Found Fees.**

You shall be  
responsible for the  
cost of repair for  
damage to, or  
necessary cleaning of,  
vehicles and property  
resulting from use of  
the Services under  
your Account in  
excess of normal  
"wear and tear"  
damages and  
necessary cleaning  
("Repair or Cleaning").

In the event that a  
Repair or Cleaning  
request is verified by  
Uber in Uber's  
reasonable discretion,  
Uber reserves the  
right to facilitate  
payment for the  
reasonable cost of  
such Repair or  
Cleaning using your  
payment method

designated in your Account. Such amounts, as well as those pertaining to lost and found goods, will be transferred by Uber to a Third Party Provider, if applicable, and are non-refundable.

The amounts related to repair, cleaning or lost & found fees applicable in Puerto Rico may be found at <https://www.uber.com/es-US/blog/puerto-rico/puerto-rico-terminos-y-condiciones/> and may be updated from time to time solely by Uber.

**6.**  
**Disclaimers;**  
**Limitation of**  
**Liability;**  
**Indemnity.**  
**DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." UBER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, UBER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS

REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. UBER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

## **LIMITATION OF LIABILITY.**

UBER SHALL NOT BE LIABLE FOR

INDIRECT,  
INCIDENTAL,  
SPECIAL,  
EXEMPLARY,  
PUNITIVE, OR  
CONSEQUENTIAL  
DAMAGES,  
INCLUDING LOST  
PROFITS, LOST DATA,  
PERSONAL INJURY,  
OR PROPERTY  
DAMAGE RELATED  
TO, IN CONNECTION  
WITH, OR  
OTHERWISE  
RESULTING FROM  
ANY USE OF THE  
SERVICES,  
REGARDLESS OF THE  
NEGLIGENCE  
(EITHER ACTIVE,  
AFFIRMATIVE, SOLE,  
OR CONCURRENT)  
OF UBER, EVEN IF  
UBER HAS BEEN  
ADVISED OF THE  
POSSIBILITY OF  
SUCH DAMAGES.

UBER SHALL NOT BE  
LIABLE FOR ANY  
DAMAGES, LIABILITY

OR LOSSES ARISING  
OUT OF: (i) YOUR USE  
OF OR RELIANCE ON  
THE SERVICES OR  
YOUR INABILITY TO  
ACCESS OR USE THE  
SERVICES; OR (ii) ANY  
TRANSACTION OR  
RELATIONSHIP  
BETWEEN YOU AND  
ANY THIRD PARTY  
PROVIDER, EVEN IF  
UBER HAS BEEN  
ADVISED OF THE  
POSSIBILITY OF  
SUCH DAMAGES.  
UBER SHALL NOT BE  
LIABLE FOR DELAY  
OR FAILURE IN  
PERFORMANCE  
RESULTING FROM  
CAUSES BEYOND  
UBER'S REASONABLE  
CONTROL. YOU  
ACKNOWLEDGE  
THAT THIRD PARTY  
PROVIDERS  
PROVIDING  
TRANSPORTATION  
SERVICES  
REQUESTED

THROUGH SOME  
REQUEST PRODUCTS  
MAY OFFER  
RIDESHARING OR  
PEER-TO-PEER  
TRANSPORTATION  
SERVICES AND MAY  
NOT BE  
PROFESSIONALLY  
LICENSED OR  
PERMITTED.

THE SERVICES MAY  
BE USED BY YOU TO  
REQUEST AND  
SCHEDULE  
TRANSPORTATION,  
GOODS, OR  
LOGISTICS SERVICES  
WITH THIRD PARTY  
PROVIDERS, BUT YOU  
AGREE THAT UBER  
HAS NO  
RESPONSIBILITY OR  
LIABILITY TO YOU  
RELATED TO ANY  
TRANSPORTATION,  
GOODS OR  
LOGISTICS SERVICES  
PROVIDED TO YOU BY  
THIRD PARTY  
PROVIDERS OTHER

THAN AS EXPRESSLY  
SET FORTH IN THESE  
TERMS.

THE LIMITATIONS  
AND DISCLAIMER IN  
THIS SECTION DO  
NOT PURPORT TO  
LIMIT LIABILITY OR  
ALTER YOUR RIGHTS  
AS A CONSUMER  
THAT CANNOT BE  
EXCLUDED UNDER  
APPLICABLE LAW.  
BECAUSE SOME  
STATES OR  
JURISDICTIONS DO  
NOT ALLOW THE  
EXCLUSION OF OR  
THE LIMITATION OF  
LIABILITY FOR  
CONSEQUENTIAL OR  
INCIDENTAL  
DAMAGES, IN SUCH  
STATES OR  
JURISDICTIONS,  
UBER'S LIABILITY  
SHALL BE LIMITED  
TO THE EXTENT  
PERMITTED BY LAW.  
THIS PROVISION  
SHALL HAVE NO

EFFECT ON UBER'S  
CHOICE OF LAW  
PROVISION SET  
FORTH BELOW.

## **Indemnity.**

You agree to indemnify and hold Uber and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Uber's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## 7. Other Provisions

### Choice of Law.

These Terms are governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law,

or otherwise. These provisions, and except as otherwise provided in Section 2 of these Terms, are only intended to specify the use of California law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending California law to you if you do not otherwise reside in California. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 2 or to any arbitrable disputes as defined therein. Instead, as described in Section 2, the Federal Arbitration

Act shall apply to any such disputes.

## **Claims of Copyright Infringement.**

Claims of copyright infringement should be sent to Uber's designated agent.

Please visit Uber's web page at

<https://www.uber.com/legal/intellectual-property/copyright/global>

for the designated address and additional information.

## **Notice.**

Uber may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written

communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to Uber, with such notice deemed given when received by Uber, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o Uber USA, LLC. The name and current contact information for the registered agent in each state are available online [here](#).

## General.

You may not assign these Terms without Uber's prior written approval. Uber may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Uber's equity, business or assets; or (iii) a successor by merger.

Any purported assignment in violation of this section shall be void.

No joint venture, partnership, employment, or agency relationship exists between you, Uber or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such

provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Uber's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

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