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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. 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.

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 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 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. 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. 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.

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 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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