

SERVICE FEE ADDENDUM – NEW ZEALAND

Last update: 1 December 2018

You entered into an agreement (“Agreement”) with Rasier New Zealand Limited (“Rasier NZ”), a New Zealand company with Company Number 7056276 and Uber B.V. (“Uber”), a private limited liability company established in The Netherlands, registered at the Amsterdam Chamber of Commerce under number 56317441 for your use of certain software and other services.

This Service Fee Addendum is an addendum to that Agreement and sets forth additional terms and conditions that are applicable in the region in which you provide Transportation Services (as that term is defined in the Agreement) . By clicking “Yes, I agree”, you agree to be bound by the additional terms below. Capitalized terms used herein but not defined shall have the meanings set forth in the Agreement.

- 1. Fares.** For all product offerings, fare breakdowns are posted and updated online for all cities in the Territory at <https://www.uber.com/cities>.
- 2. Upfront Fares.** Rasier NZ (or an Affiliate) may offer a ride option to Users on the Uber App that allows a User to agree to a fixed fare for a given instance of Transportation Services provided by you, which fixed fare is communicated via the Uber App to a User at the time the ride is requested (“Upfront Pricing”). In the event that you provide Transportation Services to Users utilising Upfront Pricing, you acknowledge and agree that the Fare for each such instance of Transportation Services is a fixed fare, which is communicated to you when the ride is accepted and/or at the end of such ride (“Upfront Fare”). For the avoidance of doubt, where Upfront Pricing applies “Upfront Fare” has the same meaning as “Fare” in the Agreement except as specifically set forth in this Addendum, shall be an all-inclusive amount that includes estimated Tolls if any (except that where estimated Tolls vary from actual, the User will pay the actual Tolls in their Fare) and will not be calculated in accordance with the methodology set out in and typically applied under Section 8 of the Agreement.

If a User changes the journey, or if the trip takes materially longer than estimated by Rasier NZ due to traffic or other factors, the Upfront Fare shall no longer apply, but rather the Fare shall be calculated based upon a base fare amount plus distance and/or time amounts and any other applicable fees as set forth in Section 8 of the Agreement.

- 3. Service Fee.** In exchange for your access to and use of the Uber App, including the right to receive requests for Transportation Services, you agree to pay to Rasier NZ a Service Fee for each accepted trip request as set forth below.

Driver-partners activated on or before 23 April 2016:

	GST registered	Non-GST registered
Service Fee (GST inclusive)	23%	20%

Driver-partners activated between 24 April 2016 and 30 September 2016 (inclusive):

	GST registered	Non-GST registered
Service Fee (GST inclusive)	28%	25%

Driver-partners activated on or after 1 October 2016:

	GST registered	Non-GST registered
Service Fee (GST inclusive)	28%	28%

- 3. Miscellaneous Terms.** Nothing in the Addendum limits or excludes (nor is intended to limit or exclude) any statutory rights that you may have under applicable law that cannot be lawfully limited or excluded.

