

Uber Affiliate Program Agreement

Last Updated: December 6, 2018

This Uber Affiliate Program Agreement (“**Agreement**”) is a legal contract between you and Uber that applies to your participation in the Uber Affiliate Program (“**Program**”). In this Agreement, “**Uber**,” “**we**” or “**us**” means (i) Uber B.V., a private limited company incorporated under the laws of the Netherlands (registration number 56317441, NL852071589B01 – VAT number), for all activities related to Uber mobile app, and (ii) Uber Portier B.V., a private limited company incorporated under the laws of the Netherlands (registration number 65851307, VAT registration IS: 9909471003) for all activities related to Uber eats mobile app. By participating or registering to participate in the Program, or otherwise indicating your acceptance of this Agreement (such as by clicking a button, checking a box on a web page or included by reference into the Participation Terms, insertion orders or any other separate agreement in any form concluded between you and Uber), you agree to this Agreement, including the [Participation Terms](#) (as defined in Section 5 (Participation Requirements)). If you are participating or registering on behalf of a business, then the term “**you**” means such business, and you represent and warrant that you have authority to bind that business to this Agreement. This Agreement may be modified from time to time as set forth in Section 17 (Modification of Agreement).

1. Program Overview

The Program offers contracted participants the opportunity to get paid to refer riders, drivers, eaters, delivery partners, restaurant partners, and others to Uber’s lead generation services and perform related promotional activities (collectively, “**Program Activities**”). This Agreement gives you (including any personnel, agents, or subcontractors you engage) the right to conduct Program Activities through your contracted participation in the Program.

2. Performance

You will be solely responsible for determining the most effective manner to conduct Program Activities, including determining when (i.e., the days and times), where (i.e., the particular venue or location), and how to conduct Program Activities, and the frequency with which you do so, in accordance with the terms of this Agreement. Except as expressly set forth in this Agreement, including the [Participation Terms](#), Uber will not control the manner or prescribe the method you use to conduct Program Activities contemplated by this Agreement. This Agreement authorizes you to conduct Program Activities consistent with the terms of this Agreement, but it does not obligate you to conduct any Program Activities or other activities should you choose not to exercise that right. You will only be paid for the services you render under the terms of this Agreement.

You are free to engage subcontractors and others to assist you in the conduct of your Program Activities, provided that they also comply with the terms of this Agreement. You will be solely responsible for the direction and control of, and all payments to, any personnel, agents and subcontractors who perform Program Activities pursuant to this Agreement on your behalf, including as applicable, their retention, engagement, hiring or direction. You alone determine the method and means by which the work is done, including services provided by any of your personnel, agents or subcontractors, whose pay will be determined solely by you.

You will be solely responsible for all costs and expenses of doing business, including all payments for services by any personnel, agents or subcontractors engaged by you to conduct Program Activities, and all taxes and other business expenses (e.g., mileage) that may be incurred in connection with your conduct of Program Activities.

3. Network Providers

Uber works with Uber Affiliate Program Network Providers (“each, a **“Network Provider”**”) that provide technology platforms and related services to support the Program, such as for Program registration, creation of your Program account, tracking, creatives, and payment of fees to you. Participation in the Program requires that you agree to the terms and conditions of the Network Provider (**“Network Provider Terms”**). In the event of a conflict or inconsistency between any provision of this Agreement and the Network Provider Terms, the provision of this Agreement will control.

4. Registration

You agree to provide and maintain accurate, complete, and up-to-date information when registering for the Program and in your Program account once registered for the Program. Uber reserves the right to decline your registration. You are responsible for all activity that occurs under your Program account. Unless otherwise permitted by Uber, you may only possess one Program account and may not register for a Program account if Uber cancelled a prior Program account that you registered for or used in the past.

5. Participation Requirements

Your contracted participation in the Program, including your conduct of Program Activities, is subject to the most current version of the Program participation terms, guidelines, schedules and other rules available on the Uber website or the Network Provider’s platform, as may be updated by Uber from time to time (**“Participation Terms”**). You agree to comply with all applicable laws in connection with Agreement, and you otherwise agree to comply with all of the terms of this Agreement, including the [Participation Terms](#). If you are a business, you will ensure that your employees, personnel, contractors and agents comply with this Agreement, including the Participation Terms, and you will be responsible for their conduct in connection with this Agreement.

6. Fees and Payment

The [Participation Terms](#) and/or applicable insertion orders describe how you can become eligible to receive fees for your referrals in the Program. To be eligible, your conduct of Program Activities must involve or result in a qualifying referral event as described in the Participation Terms or insertion orders. However, if you do not comply with this Agreement, including any Participation Terms, you agree you will not be eligible to receive any fees that otherwise would have been payable to you under this Agreement, and Uber may withhold payment of such fees upon notice to you.

For fees you are eligible to receive, payment will be made to you as described in the Participation Terms. You agree that payment may be made to you through a Network Provider or other service provider designated by Uber. You acknowledge and agree that any fees paid pursuant to this Agreement are based on your output, and are not related to time worked.

7. Relationship of the Parties

7.1 The parties intend this Agreement to create the relationship of service recipient and independent contractor, and not that of employer and employee. You will not be treated as an employee of Uber for federal or state tax purposes, or for any other purpose. The parties are not employees, agents, joint venturers or partners of each other for any purpose. You have no authority to bind Uber or its corporate affiliates (including Uber’s subsidiaries, parent entities, and entities under common control with Uber) and you undertake not to hold yourself out as an employee, agent or authorized representative of Uber or its corporate affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Uber, you undertake and agree to indemnify, hold harmless and (at Uber’s option) defend Uber and its corporate affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

7.2 You (including any employees, agents, or subcontractors you engage) will not receive any vacation, illness, or holiday pay from Uber, nor will you (or any employees, agents, or subcontractors

you engage) participate in any welfare, pension, profit sharing, stock option or other benefit plans available to Uber's employees. You will provide Uber or the Network Provider all requested tax forms and information, including, if applicable, VAT number and business license number. You will be solely responsible to pay all applicable tax liabilities arising from payments made to you under this Agreement. You are not eligible for workers' compensation benefits.

7.3 The parties acknowledge and agree that this Agreement will be non-exclusive, and recognize that they are or may be engaged in similar arrangements with others. Without limiting any separate agreement that you and Uber may choose to enter into regarding exclusivity, nothing in this Agreement will preclude either party from doing business with any other entity or person, including the performance of marketing, sales, or promotional services for such entities or persons.

8. Proprietary Rights

You will not use, distribute or modify any Uber trademarks, text, images, videos, documents or other content of Uber except as permitted in the [Participation Terms](#). Uber's rights to the content or other materials you create or use in connection with the Program are as set forth in the Participation Terms.

9. Confidentiality

You agree to protect the confidentiality of any nonpublic information of a confidential or proprietary nature that you obtain in connection with this Agreement ("**Confidential Information**"). You will not retain or use the Confidential Information except to the extent necessary for you to perform this Agreement, and you will not disclose Confidential Information to any third party except to your accountants, attorneys or other agents on a confidential basis, or as required by law (for example, to comply with a subpoena), provided that prior to any disclosure required by law you give advance written notice to Uber and allow Uber to object and seek protective treatment or pursue other actions regarding such Confidential Information. The foregoing obligations will survive the termination of this Agreement.

10. No Publicity

You may not issue a press release or otherwise refer to Uber in any manner in connection with the Program or this Agreement, without the prior written consent of Uber.

11. Term and Termination

11.1 Term

The term of this Agreement will continue until terminated by you or us as set forth in this Agreement. The parties acknowledge that the term of this Agreement does not reflect an uninterrupted service arrangement, as this Agreement guarantees you the right to choose when, if at all, to conduct Program Activities during the term of this Agreement.

11.2 Termination

Either party may terminate this Agreement in its entirety with or without cause, by giving at least seven (7) days' prior written notice of termination to the other party. Uber may, in its sole discretion, terminate all or any part of this Agreement immediately for any breach of the Participation Terms. Upon termination, your rights as set forth in this Agreement will immediately terminate and you will immediately cease conducting all Program Activities. Any outstanding payment obligations and Sections 7 (Relationship of the Parties), 9 (Confidentiality), 10 (No Publicity), 11.2 (Termination), 12 (Indemnification), 13 (Disclaimers), 14 (Limits of Liability), 15 (Additional Terms) will survive the expiration or termination of this Agreement.

12. Indemnification

You will indemnify, hold harmless and (at Uber's option) defend Uber and its corporate affiliates, and their

respective directors, officers, employees, and agents from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (a) your performance of and conduct in connection with the Program and this Agreement, including the activities of your personnel, agents and subcontractors; (b) allegations that any content or other material you distribute, display or perform infringes or violates any intellectual property right, right of publicity, or other proprietary right (except to the extent the allegedly infringing material was originally provided by Uber to you for such distribution, display or performance); (c) allegations that any of the messages you send or calls made violate any applicable laws; (d) your failure to satisfy any debt, obligation or liability, including your failure to comply with your obligations to any of your personnel, agents or subcontractors, including payment of wages, provision of benefits, and payment of employment taxes; or (e) your breach of this Agreement. Unless Uber elects to control the defense, you will assume the defense of the indemnified claim through counsel designated by you and reasonably acceptable to Uber, and Uber may, at its expense, participate in the defense with its own counsel. You will not settle or compromise any indemnified claim, or consent to the entry of any judgment, without written consent of Uber, which will not be unreasonably withheld. Uber will reasonably cooperate with you in the defense of an indemnified claim, provided that you reimburse Uber for its costs and expenses as they are incurred to provide such cooperation.

13. Disclaimers

THE PROGRAM, AS WELL AS THE PLATFORMS AND SERVICES OF ANY NETWORK PROVIDER, IS PROVIDED "AS IS" AND "AS AVAILABLE." UBER HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES, IN CONNECTION WITH THE PROGRAM OR THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

WITHOUT LIMITING THE FOREGOING, UBER MAKES NO GUARANTEES THAT YOUR PARTICIPATION IN THE PROGRAM OR THE PROGRAM ACTIVITIES YOU CONDUCT UNDER THIS AGREEMENT WILL RESULT IN REFERRAL FEES, CONTINUED OR FUTURE BUSINESS WITH UBER, OR OTHER BUSINESS OPPORTUNITIES FOR YOU.

YOU UNDERSTAND THAT IN THE COURSE OF CONDUCTING PROGRAM ACTIVITIES, YOU MAY INTERACT WITH A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHERS. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH YOUR CONDUCT OF PROGRAM ACTIVITIES. UBER AND ITS CORPORATE AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY POTENTIAL NEW USER, OR ANY OTHER THIRD PARTY.

14. Limits of Liability

EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF BUSINESS OR LOSS OF PROFITS, IN CONNECTION WITH THE PROGRAM OR THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY TERMINATION OF THIS AGREEMENT BY UBER WILL BE WITHOUT LIABILITY TO UBER OR ITS CORPORATE AFFILIATES.

15. Additional Terms

15.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of England and Wales, without regard to the choice or conflicts of law provisions of any

jurisdiction. You hereby irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or their subject matter or formation.

15.2 Advice of Counsel. Each party acknowledges having had the opportunity to be represented by and/or advised by independent counsel of its own choice throughout all negotiations preceding execution of this Agreement; therefore, the terms of this Agreement will be given a neutral interpretation, and any ambiguities or uncertainty in this Agreement will not be construed against any party.

15.3 Notices. Any and all notices permitted or required to be given to a party under this Agreement will be sent in accordance with the notice provisions in the [Participation Terms](#).

15.4 Waiver. The failure of either party to enforce, at any time or for any period of time, the provisions of this Agreement, or the failure of either party to exercise any option in this Agreement, will not be construed as a waiver of such provision or option and will in no way affect that party's right to enforce such provisions or exercise such option.

15.5 Severability. If any provision of this Agreement is or becomes invalid or non-binding, the parties will remain bound by all other provisions of this Agreement. Any invalid or non-binding provision will be severed or restricted, in order to preserve as much of the parties' Agreement as possible and in light of the contents and purpose of this Agreement.

15.6 Entire Agreement; Waiver; Interpretation. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings between the parties regarding such subject matter. For clarity, this Agreement does not amend, replace or supersede any Network Provider Terms, except that to the extent of any conflict or inconsistency between a provision of this Agreement and a provision of any Network Provider Terms, the provision of this Agreement will control. The failure of Uber to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber in writing. In this Agreement, the words "including" and "include" mean "including, but not limited to."

15.7 No Assignment. You may not assign this Agreement, whether by operation of law or otherwise, without the prior written consent of Uber, and any attempted assignment without such consent will be void. Uber may assign this agreement to (a) a corporate affiliate of Uber, or (b) in connection with the sale or transfer of substantially all of Uber's business or assets to which this Agreement relates. Subject to the foregoing restriction on your assignment, this Agreement will be binding upon and will inure to the benefit of each party hereto and its respective successors and assigns.

16. Modification of Agreement

Uber may amend this Agreement by providing at least thirty (30) days' prior written notice of the amendment, however Uber may modify any Participation Terms effective ten days after such notice (or upon such later date as may be specified in the notice). You may terminate this Agreement at any time prior to the effective date of such amendment or modification. By continuing to conduct any Program Activities after the effective date of any such amendment or modification, you accept and agree to be bound by the Agreement amendment or modified Participation Terms. However, if you accept the terms of an amendment presented to you by Uber, such as in a clickthrough agreement process, then such amendment will be effective immediately (or on such later date as specified in the amendment) without requirement of advance notice.

If you have questions about this Agreement, or amendments or modifications initiated by Uber or requested by you, please contact Uber at affiliate-support@uber.com.

Uber Affiliate Participation Terms

The following Uber Affiliate Participation Terms (“**Participation Terms**”) are incorporated into the Uber Affiliate Program Agreement (“**Agreement**”). These Participation Terms may be updated from time to time as set forth in the Agreement.

[Participation Requirements](#)
[Promo Codes and Links Requirements](#)
[Content and Trademark Requirements](#)
[Sending Notices to Uber and You](#)

Uber values the privacy of riders, drivers, eaters, delivery partners, restaurant partners, and others who utilize Uber’s software application service. As described below, you may not use automated calls or text (SMS) messages to send promo codes, promotional messages, or otherwise conduct Program Activities.

Participation Requirements

Effective: June 23, 2017

Last Updated: December 6, 2018

As a contracted participant in the Uber Affiliate Program, you must comply with the following:

1. **General.** You must comply with all applicable laws, regulations, and industry standard practices regarding advertising. For example:
 - a. Where it is not clear that a promotion is a paid advertisement, you must include a clear and concise statement disclosing your relationship to Uber. For example, if you promote Uber through a webpage, blog post, social media post as an endorsement or review of Uber or incentivize others to do so, you must ensure that such post includes a clear disclosure that it is an advertisement or was otherwise promoted by Uber.
 - b. Your disclosure must be as close as possible to the review or endorsement; be placed above the fold so it does not require any scrolling to see it; and not be in the form of a pop-up.
 - c. Any statements you make about Uber must reflect your honest opinions, beliefs, or experiences and must not be false, misleading, or unsupported.
2. **Claims Regarding Driver or Delivery Partner Earnings and Finance or Lease Terms.** You may not make any representations regarding (1) the income a driver or delivery partner is likely to or may earn while driving with Uber; (2) the terms or conditions of leasing or financing a vehicle through an Uber entity or any other entity; or (3) any other terms related to purchasing or leasing a vehicle. You represent that you have read and understand Uber’s FTC [Settlement Order](#) concerning earnings claims or lease terms.
3. **Restaurant Partners.** You will not send or promote promo codes, links or other promotional messages relating to Uber to any restaurants included on an Uber-provided restaurant suppression list, which may be updated from time to time. Failure to comply with this provision will result in immediate termination of this Agreement.

Use of Uber Marks. You may not use the Uber logo, Uber typeface, Uber app launcher icon, the word “Uber,” or any other Uber trademarks or branding elements in any social media handle, account name, profile picture, business name, website name, domain name, or in any other representation of yourself or your business.

4. **Prohibited Activities.** You may not send or promote promo codes, links or other promotional messages relating to Uber through or using any of the following means:
- a. text or SMS messages, or outbound phone calls, including fax and automated or predictive dialers (aka: robo calls)
 - b. Unsolicited commercial emails (spam)
 - c. Pop-ups or pop-unders on third party websites or via networks (pop-ups on your own website are acceptable)
 - d. Ads that appear on sites and apps that contain or reference categories: adult content, pornography, weapons, graphic violence (including any violent video game images), alcohol, drugs, tragedy, transportation accidents, sensitive social issues, gambling, or content that is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise); or solicitous of any unlawful behavior.
 - e. Ads that appear on any sites, apps or networks owned, operated or controlled by any of the blacklisted sites at <https://uber.box.com/v/UberBlacklist>; and You will ensure that any advertisement material provided by Uber does not appear on any of these properties identified on the list provided and at no time shall any of Uber's advertisements, names, logos, trade names or trademarks appear adjacent to any content that promotes a property contained on that list.
 - f. Ads or other promotions on online job boards, unless explicitly approved by Uber.
 - g. Ads tracked through toolbars, web browser, or any other type of add-on that presents Uber.
 - h. Malware, tracking software, or any type of downloadable software.
 - i. Ads or ad-related activities that are:
 - (i) fraudulent (e.g., an action with no chance of being seen by a human or activity not conducted by a human, including, without limitation, bot traffic, ad stacking and pixel stuffing)
 - (ii) incorrectly set up by you, including, without limitation, broken or non-responsive clicks or links
 - (iii) to the extent applicable, missing the referral source in your transparency report
 - (iv) to the extent applicable, include mismatches between the SharedID and the referral URL
 - (v) non-human traffic, including traffic from sources that are designed to engage in inflated or fraudulent click activity
 - j. Promotion through a method requiring Uber's approval, as described in Section 5 below, without such approval.
 - k. no contests or sweepstakes that reference Uber

Within five (5) days of Uber's request, you will provide a list of all websites, apps and networks on or through which you send or promote promo codes, links or other promotional messages relating to Uber.

Any violation of the above Prohibited Activities will constitute and be treated as a material breach of the Agreement and will cause irreparable harm to Uber entitling Uber to (among other things, and without limiting any of Uber's other rights and remedies, all of which are expressly reserved):

- (A) Immediately terminate the Agreement and/or
- (B) Payment by you to Uber of the following amounts: (1) any amounts received (directly or indirectly) by you as a result of such violation, and (2) \$500 for each such violation (with each page, advertisement, communication, or other item or action constituting a separate violation) (all such amounts the "**Damage Amounts**"), which Damage Amounts are agreed upon by the parties as liquidated damages and not as a penalty, and which sum amount has been computed, estimated and agreed upon as an attempt to make a reasonable forecast of actual loss because of the difficult of estimating the exactness of the damages which shall result. For administrative purposes, Uber shall be entitled, at its election, to deduct any Damage Amounts from any amounts then due to you.

5. **Promotion Methods Requiring Approval.** The following promotion methods are allowed only

with Uber's written approval in each instance:

- a. Incent (CPA walls, cash and points, etc.);
- b. Newsletters (regular email series sent in the full branding of the publisher and where the publisher is the legal 'sender'). Campaigns where Uber is the exclusive advertiser requires Uber approval. In the event that Uber is one of many advertisers in a newsletter, the campaign does not require Uber approval;
- c. Content (blogs; news);
- d. Dedicated emails (email featuring only Uber, sent entirely in Uber's branding from an email address that may be perceived as coming from Uber directly);
- e. Programmatic ad buying.

6. **Privacy.** You must respect the privacy of consumers and be transparent about your data collection and use practices. That means that you may not collect personal information about individuals, including their names, email addresses, phone numbers, or any other personal information unless you have provided notice and obtained their consent in accordance with the law applicable in your jurisdiction. You may not under any circumstances engage in "scraping" or any other form of automated data collection to collect personal information about individuals. In addition:
 - a. You may not contact people with promotional materials unless they have consented to be contacted through that medium consistent with relevant local law.
 - b. You must comply with all applicable laws, rules, self-regulatory principles, and industry best practices governing the collection and use of data from users for purposes of serving ads that are targeted to their interests, including but not limited to the Digital Advertising Alliance's [Self-Regulatory Principles for Online Behavioral Advertising](#), [Mobile Principles](#), and [Cross-Device Principles](#).
 - c. You agree to promptly notify Uber in the event of any Privacy Incident, and to promptly cooperate with Uber in the event of any Privacy Incident that Uber escalates to you or requests your cooperation. A "Privacy Incident" includes any allegation that you have not properly provided notice or obtained consent to collect phone numbers for automated calls or texts/SMS, collected data in a manner inconsistent with your privacy policy, user notice, applicable law, or applicable self-regulatory rules.
7. **Records and Audit; Public Relations.** You will maintain accurate and complete records relating to your conduct of Program Activities and compliance with the Agreement, including the Participation Terms. Upon request, you will enable Uber or its designated service provider to audit your records and other materials to verify your compliance with the Agreement, including the Participation Terms. Uber will provide at least five (5) days' advance notice of an audit request. In addition, you will promptly provide such records and other materials, and provide other cooperation and assistance, as requested by Uber to comply with law or with governmental or other third party requirements, requests or investigations. You will promptly notify Uber of any inquiry received by you from any news media, reporter, publication, trade association or governmental authority, and of any complaints or allegations of wrongdoing received by you, with regard to Uber, the Program, or your conduct of Program Activities.
8. **Sub-Affiliate Networks.** Promoting Uber through a sub-affiliate network is permitted, however you must be completely transparent with regards to where traffic from your sub-affiliates originated. Sub-affiliate networks must ensure that all sub-affiliates promoting Uber adhere to the Agreement, including these Participation Terms. This includes restrictions on advertising through SMS, email, and through any paid placements such as a pay-per-click campaigns. Sub-affiliate networks must also receive written approval from Uber prior to allowing any type of promotion method that requires Uber approval, as described above in Section 5. All sub-affiliate networks must pass back a readable source and their shared media partner IDs. Additionally, sub-affiliate networks are prohibited from re-brokering campaigns regarding Uber to any other networks or agencies. Failure to comply with these sub-affiliate network terms may result in a loss and/or reduction of Referral Fees from referrals made through any sub-affiliate that does not comply with

the Agreement, including any Participation Terms. If you or your sub-affiliate is found to be in violation of the Agreement, including any Participation Terms, the Referral Fee earned during the period of the violation will be withheld. If you or the same sub-affiliate violates the Agreement an additional time, the Referral Fee earned during the entire week when the violation occurred will also be withheld. If you or your sub-affiliate violates the Agreement a third time, Uber reserves the right to terminate your participation in the Program or your right to use the sub-affiliate immediately. A “week” means the Monday on or prior running up to the following Sunday. The rate of the Referral Fee withholding will be the daily average Referral Fee rate thirty (30) days prior to the violation. You further acknowledge that by engaging a sub-affiliate network, that Uber may apply any of the violations of the terms and conditions by your sub-affiliate either exclusively to that sub-affiliate or directly to you. Within five (5) days of Uber’s request, you will provide a list of all sub-affiliates utilized directly or indirectly by you and remove any sub-affiliates from your use for the Program.

9. **Pay-Per-Click (PPC) Guidelines.** If you participate in PPC advertising, you must adhere to our PPC guidelines as follows:
- You may not bid on “Uber” or any other Uber trademarks, including any variations or misspellings of such terms (“**Uber Marks and Restricted Terms**”) for search- or content-based campaigns on Google, MSN, Bing, Yahoo, Facebook or any other network or search engine in the world.
 - You may not use Uber Marks and Restricted Terms in sequence with any other keyword (i.e. Uber Coupons).
 - You may not use Uber Marks and Restricted Terms in your ad title, ad copy, display name or as the display URL.
 - You may not direct link to our website or app store pages (e.g., Apple App Store or Google Play) from any Pay Per Click ad or use redirects that yield the same result.
 - Affiliate links must be directed to an actual page on your website, except to the extent explicitly authorized by Uber.
 - You may not bid in any manner, appearing higher than Uber for any search term in position 1-5 in any auction style pay-per-click advertising program. If you automate your PPC campaigns, the responsibility is yours to exclude our Uber Marks and Restricted Terms from your program and we strongly suggest you add our Uber Marks and Restricted Terms as negative keywords.

We have a strict no tolerance policy on PPC trademark bidding. We will not enter a discussion about when the violation started and when it stopped; you will forfeit all Referral Fees for a minimum of the past 30 days and your Referral Fee will be set to \$0 without warning. Uber Marks and Restricted Terms include, without limitation: Uber Corporation, Uber Driver, Uber Rider, Uber, Uber Eats, Uber.com, www.Uber.com, Uber promo, Uber coupon, Uber coupons, Uber discounts, Uber discount, Uber promos, Uber Technologies Inc., Uber.com coupon, Uber.com coupons, Uber.com promo, Uber.com promos, Uber sale, or any variation of the above. Uber can modify this list at any time in its discretion.

10. **Social Media.** Promotion on Facebook, Twitter, Snapchat, Pinterest, and other social media platforms is permitted following these general guidelines: You ARE ALLOWED to promote offers to your followers or own lists (excluding Facebook custom audiences or similar programs); more specifically, you are welcome to use your Approved Links on your own social media properties, Facebook, Twitter, etc.; provided you will comply with the terms that govern your use of such social media platform. For example: You may post, "\$20 off your first Uber ride through Wednesday with code RIDEUBER20" on Facebook. You ARE PROHIBITED from posting your affiliate links on Uber’s social media properties and via any paid social media channels such as Facebook Ads.
11. **No Resale.** You acknowledge and agree that Promotional Codes may only be distributed free-of-charge, and that you will not attempt to sell or trade the Promotional Codes to anyone in exchange for anything of value. You further acknowledge and agree not to use the Promotional Codes for any illegal or unauthorized purpose.

Promo Codes and Links Requirements

Effective: December 6, 2018

1. Referral Fee

1.1 Uber may provide you with a unique promotional code (the “**New User Promo Code**” or “**Promotional Code**”) which, when applied and used by a New Uber User (defined below), will be valid for up to a specified US dollar amount (as specified by Uber) off of one (1) ride requested via the Uber mobile application (“**Uber Rider App**”) or one (1) order requested via the UberEATS mobile application (“**UberEATS App**”). (In this document, the Uber Rider App and UberEATS App are each sometimes referred to as an “**App**.”) The New User Promo Code will be valid through the expiration date as established by Uber. A “**New Uber User**” means an individual who does not have an existing account with Uber, downloads the applicable App, enters the New User Promo Code, creates a new user account with Uber (including entering a credit card) and completes a first qualifying Uber ride or UberEATS order (as applicable) requested via the App within forty five (45) days of entering the New User Promo Code. If the New User Promo Code is valid for Uber rides, it will not be valid for rides taken using uberTAXI. If the New User Promo Code is valid for UberEATS orders, it will not be valid for rides or other requests made through the Uber Rider App.

1.2 Subject to the terms of the Agreement, Uber will pay you a referral fee (“**Referral Fee**”) as specified in the EIO (defined below) for each New Uber User who applies the New User Promo Code and completes at least one qualifying request via the App within forty five (45) days of entering the New User Promo Code (“**Referral**”). Unless otherwise specified in the EIO, Uber (or its agents) will pay your Referral Fee one day after the end of the month which your Referrals have “locked in”. A Referral is “locked in” fifteen (15) days after the end of the month which the New Uber User applied the New User Promo Code and only if each application of the New User Promo Code complies with this Agreement. For example purposes only, if you make a Referral on January 10, 2017, they will “lock in” on February 15, 2017, and be paid to you on March 1, 2017 (assuming you have complied with all other terms of this Agreement).

1.3 Uber may present to you Electronic Insertion Orders (“**EIO**”) which may contain supplemental terms and conditions including actions and qualifying parameters that entitle you to earn Referral Fees. Notification to you of any change in Referral Fee (or those requirements to earn such Referral Fees) will be given by Uber at the email address on hand for you (or by other written means of communication) or through the Network Provider dashboard. The EIO are incorporated in these Participation Terms by reference. In the event of a direct conflict between an EIO and this Agreement, the EIO will control.

1.4 All Referral Fees will be paid in a local currency of the country where the Program Activities will be performed.

1.5 In the event that you breach the Agreement, including any of the Participation Terms, then you will not be eligible to receive any Referral Fees that otherwise would have been payable to you, and Uber will not be obligated to pay such Referral Fees to you.

1.6 Referral Fee will not be earned or owed by Uber if, as determined by Uber:

- (a) You did not complete all the actions required to earn the Referral Fee (as set forth in the Participation Terms or in the EIO);
- (b) Uber suspects you have committed fraud or have otherwise acted in a non-bona fide manner in connection with performance under this Agreement;
- (c) You violated any applicable law, this Agreement or any other terms presented by Uber; or
- (d) the New Uber User violates the applicable Uber User Terms.

2. Promo Code Distribution; Marketing Materials

2.1 When distributing New User Promo Codes, you must clearly disclose the expiration date and otherwise comply with the Participation Terms.

2.2 Uber may, but is not required to, make available to you certain banner advertisements, button links, text links, and for other graphic or textual material for display and use for the Program (the "**Promotional Materials**"). You agree to display the Promotional Materials solely in accordance with Uber's guidelines as stated herein.

2.3 Your distribution of the New User Promo Code and use and display of the Promotional Materials will strictly conform to the following terms, conditions and specifications:

(a) You will not combine the distribution or display of the New User Promo Codes and Promotional Materials with the promotion of personal referral codes or codes from another website in tandem with affiliate links on your own codes. Uber may, in its sole discretion, reverse your commissions for any breach of this provision.

(b) You may not use any graphic, textual or other materials to promote Uber's website, mobile application, products or services other than the Promotional Materials (in exactly the form as provided by Uber), unless Uber agrees to such other materials in writing prior to their display.

(c) You will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by Uber. If you wish to alter or otherwise modify the Promotional Materials, you must obtain prior written consent from Uber.

(d) You will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing Uber, Uber's website or mobile application or Uber's products or services.

(e) You will not advertise through any paid media such as search engine ads, display advertising, paid social advertising such as Facebook ads. You will not post the Promotional Materials or any of its contents, or link to any Promotional Materials or any online job boards.

(f) You may not use the Promotional Materials on any property which includes any of the following materials, images or content (as determined by Uber): sexually explicit, obscene, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise); graphically violent, including any violent video game images; or solicitous of any unlawful behavior.

(g) If Uber has provided Promotional Material to you in order for you to review or endorse Uber or its products or services, you are solely responsible for ensuring compliance with all applicable laws, regulations, and industry standard practices regarding such review or endorsement (including, without limitation, any guidance on affiliate marketing disclosures). Without limiting the foregoing, you will include a disclosure statement within any and all webpages, blog posts, or social media posts where Uber affiliate links are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement will be clear and concise and will state that Uber is compensating you for your review. If you received any free products or services from Uber in exchange for your review or endorsement, this must also be clearly stated in the disclosure. The disclosure statement will: be as close as possible to the review or endorsement; be placed above the fold so it does not require any scrolling to see the disclosure; and not be in the form of a pop-up.

2.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DOCUMENT, IN THE EVENT UBER REQUIRES YOU TO REMOVE, MODIFY OR ADJUST ANY ADVERTISEMENT CONTINUING THE NEW USER PROMO CODE OR ANY PROMOTIONAL MATERIAL FROM ANY MEDIUM, YOU AGREE TO IMMEDIATELY COMPLY. UBER MAY IMMEDIATELY TERMINATE THIS AGREEMENT IN THE EVENT YOU FAIL TO COMPLY.

Content and Trademark Requirements

Effective: December 6, 2018

1. You may use the Uber Marks (as defined below) that are specified by Uber for your use solely to

create and use your own promotional content for your conduct of Program Activities, in accordance with this Agreement and the trademark guidelines and other instructions as Uber may make available to you from time to time, but subject to Uber's prior written approval of the promotional content you create. You may not use such promotional content you create without Uber's approval. You grant to Uber a perpetual, irrevocable, sublicenseable, royalty-free license, during and after the term of this Agreement, to reproduce, distribute, display, perform, modify and otherwise use any text, images, videos or other content (including promotional content) that you create or publish in connection with your conduct of Program Activities (collectively, "**Your Content**"), for any marketing, promotional or internal business purposes, without attribution or further compensation to you.

2. Uber's trademarks (including, but not limited to the "UBER" mark), service marks, trade dress, logos and any other indicia of the source of Uber's goods or services ("**Uber Marks**") are all the property of Uber. Your limited right to use the Uber Marks in connection with Program Activities does not give you any right, title or ownership interest with respect to the Uber Marks. All goodwill arising from your use of the Uber Marks in connection with Program Activities, as permitted pursuant to the Agreement, will inure to the benefit of Uber.

3. You agree and acknowledge that your conduct of Program Activities, including Your Content, will be of the highest quality. Should the quality of the Program Activities you conduct fall below a standard deemed acceptable by Uber, Uber reserves the right to terminate your permission to use the Uber Marks if the quality is not restored within a reasonable time.

4. In conducting the Program Activities, you will comply with all policies and guidelines for affiliates with respect to the Uber Marks, Uber's Promotional Materials, and Your Content, as may be issued from time to time by Uber.

5. Except as they are contained within Promotional Materials provided by Uber for your distribution (which may not be modified by you), or as otherwise expressly permitted in these Participation Terms or elsewhere in the Agreement, you may not use the Uber Marks without Uber's prior written consent in each instance.

Sending Notices to Uber and You

Any and all notices permitted or required to be given to Uber under the Agreement (including these Participation Terms) will be sent to:

Uber Attn: Legal Department
Meester Treublaan 7
1097 DP Amsterdam

Any authorizations requested should be directed to: affiliate-support@uber.com

Any and all notices permitted or required to be given to you hereunder may be sent to you by email to the email address registered in your Program account, or by postal mail to the address registered in your Program account.