

IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION WITH UBER

You may recall that, before you were authorized to use the Uber Application, you were first required to accept a “Software License and Online Services Agreement” and a “Driver Addendum Related to Uber Services.” Together, these documents are referred to below as the “Licensing Agreement.”

The Licensing Agreement may have contained an arbitration provision, under which both you and Uber agreed to resolve disputes that may arise through final and binding arbitration on an individual basis, and not by way of litigation in state or federal court, and not on any class, collective, or representative basis.

Some persons have claimed that they may not have fully understood the consequences of agreeing to the arbitration provision and that the procedure for opting out of the arbitration provision was too burdensome. This new Licensing Agreement addresses those concerns and provides further opportunity for you to consider whether you wish to resolve disputes with Uber through arbitration or not.

This Notice also provides you with additional information about the consequences of agreeing to arbitration.

As you make your decision, here are some important things for you to consider:

- Arbitration does not limit or affect the legal claims you may bring against Uber. Agreeing to arbitration will only affect where those claims may be brought and how they will be resolved.
- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties’ dispute is decided by a private arbitrator selected by you and Uber using the process agreed upon in the arbitration agreement itself. The other rules and procedures for arbitration are also determined by the parties’ arbitration agreement.
- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with Uber.
- The arbitration agreement being presented to you will require you to resolve any claim that you may have against Uber on an individual basis unless you choose to opt out of the arbitration agreement. You will be precluded from bringing any class, collective, or representative action against Uber, unless you opt out, and you will also be precluded from participating in any recovery resulting from any class, collective, or representative action brought by someone else.
- **IMPORTANT: YOU SHOULD ASSUME THAT THERE ARE NOW, AND MAY BE IN THE FUTURE, LAWSUITS AGAINST UBER ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF, INCLUDING BUT NOT LIMITED TO CLAIMS FOR TIPS, REIMBURSEMENT OF EXPENSES, AND EMPLOYMENT**

STATUS. SUCH CLAIMS, IF SUCCESSFUL, COULD RESULT IN SOME MONETARY RECOVERY TO YOU. (THESE CASES NOW INCLUDE, FOR EXAMPLE, *LAVITMAN V. UBER TECHNOLOGIES, INC., ET AL.*, CASE NO. 1:13-cv-10172-DJC (DISTRICT OF MASSACHUSETTS) AND *O’CONNOR V. UBER TECHNOLOGIES, INC., ET AL.*, CASE NO. CV 13-03826-EMC (NORTHERN DISTRICT OF CALIFORNIA)).

- The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. ~~or, even if successful, that you would be entitled to any particular recovery.~~ **But if you do agree to arbitration with Uber, you are agreeing in advance that you will not participate in and therefore, will not seek to recover monetary or other relief under any such class, collective, and/or representative lawsuit.**
- However, as discussed above, if you agree to arbitration, you will not be precluded from bringing your claims against Uber in an individual arbitration proceeding. If successful on such claims, you could be awarded money or other relief by an arbitrator **(subject to splitting the cost of arbitration as mentioned above).**

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD TAKE CARE TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.