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Effective as of 1 January 2021

General Terms of Use - Poland

KEY PRINCIPLES

- *These Terms apply to Uber's mobile applications and/or websites in Poland.*
- *The App(s)/Website(s) Services enable you to request services from Third Party Providers or directly from Uber. These services are provided or made available under Uber's brands, including, but not limited to, UBER, UBERX and UBER EATS. For more information, please consult this [page](#).*
- *For Third Party Services, you are contracting directly with Third Party Providers and Uber acts as an agent to enable you to request and receive those services.*
- *For Uber Provided Services, you may be required to accept separate terms which govern your use of those services.*
- *Please read these Terms carefully. They include information about the services, your rights, and other important information.*

ABOUT US

We are Uber B.V, a private limited liability company established in the Netherlands, registered at the Amsterdam Chamber of Commerce under the number 56317441 and having its offices at Meester Treublaan 7, 1097 DP Amsterdam. You can contact us at help.uber.com.

DEFINITIONS

“**Community Guidelines**” mean the guidelines, as updated from time to time which set out expectations of all users of the App(s) and/or Website(s). The latest version of the Community Guidelines is available [here](#).

“**Third Party Providers**” are independent third parties and include, but are not limited to, independent transportation providers, delivery partners, restaurants, logistics providers, and/or providers of other mobility services.

“**Third Party Services**” include, but are not limited to, services and goods in the field of transportation, delivery, logistics, mobility, and the food, grocery or retail industries, provided to you by independent Third Party Providers, such as, but not limited to, transportation services. These are made available to you through the use of the App(s)/Website(s) Services, as defined below.

“**Uber Poland**” means Uber Poland Sp. z o.o., a private limited liability company established in Poland with registered offices at ul. Inflancka 4, 00-189 Warsaw, registered under KRS number 0000490069, acting as a licensed intermediary in passenger transportation in Poland.

“**Uber**” means Uber B.V., or any of its subsidiaries or affiliates (“**we**” or “**us**”), including Uber Poland.

“**Uber Brands**” means Uber’s brands, including, but not limited to, UBER, UBERX and UBER EATS.

“**Uber Provided Services**” means services provided directly to you by Uber which may be subject to separate terms between you and us. These may include, but are not limited to, delivery services under the UBER EATS brand and mobility services under UBER brands.

“**Uber Names, Marks or Works**” means Uber or its licensor’s company names, logos, products or service names, trademarks, service marks, trade dress, other indicia of ownership, or copyrights.

TERMS

1. Overview

1.1. These terms cover your access and use of Uber’s mobile applications and/or websites, and, where Uber intermediates passenger transportation in Poland, your use of the Intermediation Service (the “**Terms**”). You must read carefully and agree to the Terms prior to accessing and using Uber’s mobile applications and/or websites. Your agreement to these Terms establishes a contractual relationship between you and Uber. If you do not agree to these Terms, you may not access or use Uber’s mobile applications and/or websites. These Terms expressly supersede prior agreements or arrangements about the App(s)/Websites Services (as defined below) between you and Uber.

1.2. These Terms apply to the extent they do not conflict with any user and supplemental terms that specifically apply to Uber's mobile applications and/or websites. You will be asked to agree to any such terms separately.

1.3. For any Third Party Services other than in the field of passenger transportation, Uber acts as the agent for the Third Party Providers for Third Party Services and as the service provider for Uber Provided Services (see clause 4 below).

1.4. For the Third Party Services in the field of passenger transportation, Uber Poland acts as the agent for the Third Party Providers for Third Party Services and as the service provider for Uber Provided Services (see clause 4 below).

2. The App(s)/Website(s) Services

2.1. The services provided to you by Uber consist of:

2.1.1. Access to and use of Uber's mobile applications and/or websites which enable you to request and receive Third Party Services and/or Uber Provided Services; and

2.1.2. Payment collection and payment processing services (including issuing invoices and receipts on behalf of Third Party Providers) allowing us to charge you and to pay charges into the bank account of Third Party Providers for Third Party Services or Uber for Uber Provided Services (Uber B.V. may engage affiliates or third parties to provide these services on its behalf) (together the "**App/Website Services**").

2.2. The Services of intermediating passenger transportation are provided to you by Uber Poland and consist of:

2.2.1. Enabling you to request and receive Third Party Services and/or Uber Provided Services; and

2.2.2. Enabling you to enter into direct contracts for transportation with Third Party Providers and/or to settle fares for transportation (together the "**Intermediation Services**").

2.3. These Terms apply to your use of the App(s)/Website(s) Services in Poland. By accessing and using the App(s)/Website(s) Services in another country, you may be subject to country-specific terms. You can locate those terms by navigating to this [page](#) and choosing the country from which you wish to access the Apps(s)/Website(s) Services.

2.4. Uber's mobile applications and/or websites will be made available to you under various Uber Brands.

2.5. Unless otherwise agreed separately in writing, the App(s)/Website(s) Services are made available to you for your personal non-commercial use only.

2.6. Where available, you can request and receive Third Party Services or Uber Provided Services via Uber's mobile applications and/or websites.

3. Third Party Services

3.1. For Third Party Services, Uber (Uber Poland in relation to Intermediation Services) acts as a disclosed agent between you and the Third Party Providers to enable them to provide the Third Party Services to you. Uber does not provide the Third Party Services. All Third Party Providers are independent third party contractors, registered businesses or other legal entities who are not employed by Uber.

3.2. When you are logged in, online and in the vicinity of Third Party Providers who are also logged in Uber's mobile applications and/or websites, you will be given information in Uber's mobile applications and/or websites about the Third Party Services before you decide to make a request.

3.3. Third Party Providers (for Third Party Services) and Uber (for Uber Provided Services) are free to decide to accept or reject a request. Acceptance of the request is communicated to you on behalf of Third Party Providers through Uber's mobile applications and/or websites and will give rise to a direct contract between you and the Third Party Provider (for Third Party Services) and/or between you and Uber (for Uber Provided Services).

3.4. For some Third Party Services, you may be required to agree to separate terms prior to using such Third Party Service(s).

3.5. You may be asked to rate the Third Party Provider whose services you requested. The Third Party Provider may also be able to give you a rating. Third Party Providers will see the rating in the Uber's applications and/or websites and this rating may affect whether or not they decide to provide Third Party Services to you. For more information about ratings please consult our [Community Guidelines](#).

3.6. The Third Party Provider is responsible for any obligations that may arise from the provision of the Third Party Services.

4. Uber Provided Services

4.1. For Uber Provided Services, Uber will act as the service provider. The specific terms governing Uber Provided Services will be set out in additional terms or a separate agreement.

5. Using the App(s)/Website(s) Services

5.1. Uber's mobile applications and/or websites can be downloaded or accessed on most modern mobile devices with an internet connection and equipped with popular operating systems such as Android or iOS.

5.2. You are responsible for obtaining the network access necessary to use the App(s)/Website(s) Services and are responsible for any rates and fees from your mobile network provider, including from data consumption while using Uber's mobile applications and/or websites. You are also responsible for accessing compatible devices and operating

systems necessary to use the App(s)/Website(s) Services, including any software or hardware updates.

5.3. To use the App(s)/Website(s) Services, you must register in Uber's mobile applications and/or websites and set up an account. At the time of registration you must either be eighteen (18) or the age of legal majority in the country where you register if different from eighteen (18), unless the terms governing the specific Third Party Service or Uber Provided Service impose different age requirements.

5.4. You must provide us with certain personal information to register, including your phone number and email address. To use the App(s)/Website(s) Services, Uber Provided Services or certain Third Party Services, you may need to provide at least one valid payment method (credit card, debit card or any other accepted payment method). You may need to provide additional information, such as your address, and documents before using certain Uber Provided Services or Third Party Services.

5.5. You are under no obligation to log in to, or use, Uber's mobile applications and/or websites, and neither are the Third Party Providers. If you choose to stop using Uber's mobile applications and/or websites you may do so without giving us any notice.

5.6. We may temporarily restrict your access to and use of the App(s)/Website(s) Services if there is a suspected breach of your obligations (see clause 6 below) or of these Terms, including where we receive a complaint in relation to fraud. There may be circumstances in which we are unable to provide you with information about the complaint whilst an investigation is ongoing (by us and/or a third party such as the police).

6. Your Obligations

6.1. When using the App(s)/Website(s) Services, you must comply with all applicable laws. You may only use the App(s)/Website(s) Services for lawful purposes and for the purposes for which they were intended as otherwise referenced in these Terms. You must not misuse Uber's mobile applications and/or websites or attempt to defraud either us or Third Party Providers. For more information about what is expected from you, please consult our [Community Guidelines](#).

6.2. You must provide accurate and complete information when you register an account and when using the App(s)/Website(s) Services.

6.3. Your account is personal to you. It cannot be licensed or shared unless expressly permitted by Uber. Once you have set up an account, you:

- may not register more than one account unless we agree otherwise in writing;
- may not allow third parties to use your account or transfer your account to a third party;
- must keep your account information accurate, complete and up-to-date;

- must keep your login details confidential at all times and;
- must tell us immediately if you have any reason to believe that someone else knows your username or password or if you suspect that someone else is using your account.

6.4. You will be responsible for paying any fees or charges that may be incurred as a result of the provision of Third Party Services or Uber Provided Services requested through your account as further detailed below.

6.5. You must not, in your use of the App(s)/Website(s) Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider, Uber or any other party.

7. Charges and Payment

7.1. Charges for the App(s)/Website(s) Services

You will not be charged for using the App(s)/Website(s) Services. However, we reserve the right to introduce a usage charge, in which case you will be informed in writing and given the opportunity to terminate these Terms before any such charge is introduced. If you chose to terminate these Terms, you will no longer be able to access or use the App(s)/Website(s) Services. We reserve the right to introduce a fee for specific features on Uber's mobile applications and/or websites. These may be subject to separate terms.

7.2. Charges for Third Party Services and Uber Provider Services

If you make a request through Uber's mobile applications and/or websites, you agree to pay the relevant charges as described in Uber's mobile applications and/or websites and will be responsible for any charges or fees linked to your account in accordance with clause 6.4 above. Depending on the Uber Provided Service or Third Party Service used, including, but not limited to, its location, the charges may be displayed on Uber's mobile applications and/or websites before a request is placed.

In other cases, the charges will depend on your use of the Third Party Services or Uber Provided Services. We may provide an estimate of these charges. Please be aware that the final amount charged to you may be different from the estimate. You may be charged supplementary charges, costs and/or fines by Third Party Providers, for your use or misuse of Third Party Services (such as repair or cleaning fees) or by Uber for your use or misuse of Uber Provided Services.

For certain Third Party Services, such as UberX, you may request lower charges from the Third Party Provider for services received by you from such Third Party Provider at the time you receive such services. Third Party Provider or Uber, if authorized by the Third Party Provider, will respond accordingly to any request from a Third Party Provider to modify the charges for a particular service.

In some cases, if the Third Party Services or the Uber Provided Services cannot be performed due to your action or inaction (for example, if you are not present at the delivery location to receive a delivery), all charges may apply.

Once the Third Party Service or Uber Provided Service has been provided, we may issue you with an invoice and/or a receipt directly or on behalf of the Third Party Provider, as applicable. Where we issue you with a fiscal receipt directly or on behalf of the Third Party Provider, you agree to receive such fiscal receipt only in electronic form to the email address you shared with us or in the Uber App, including in the form of a .pdf file, as soon as practicable after the completion of the service. The invoice and/or the receipt will include VAT, if applicable. By sharing your tax identification number in your app, you acknowledge that it will be included in the said invoice and/or fiscal receipt.

7.3. General

For more information about charges and supplementary charges, fees, costs and/or fines specific to the relevant Third Party Service or Uber Provided Service please consult the support section in Uber's mobile applications and/or websites (such as at [Help](#)) or relevant pages on our website(s) for [Rides](#) and [Eats](#).

The charges may be modified in Uber's mobile applications and/or websites from time to time. The charges do not include tips. Where available, you may pay tips, either in person or through Uber's mobile applications and/or websites. We will collect tips paid through Uber's mobile applications and/or websites on your behalf and remit them.

Unless otherwise agreed, all charges are due immediately upon a request being placed and payment will be facilitated by Uber using the preferred payment method associated with your account, after which Uber will send you a receipt by email. If your primary payment method is not able to be charged, Uber may use a secondary payment method if available. If your payment method(s) are unavailable, we reserve the right to continue to try to take payment.

Charges are inclusive of applicable taxes including VAT.

8. Cancellation

8.1. In some cases, you do not have the right to cancel the request for the Third Party Services and Uber Provided Services once it has been accepted. However, for certain Third Party Services, Uber or the Third Party Service Provider may allow you to cancel the request, but you may be charged a cancellation fee.

8.2. Uber may refuse requests and cancel the Third Party Services or Uber Provided Services if there is reasonable doubt about the correctness or authenticity of the request or about the contact information. In this case too, a cancellation fee may be charged.

8.3. See the [Cancellation Policy for Rides](#) and the [Cancellation Policy for Eats](#).

9. License

Subject to your compliance with these Terms, we grant you a personal, worldwide, non-exclusive, non-transferable, revocable, non-sublicensable license to install and/or use of Uber's mobile applications and/or websites on your device solely for your use and for you to access and use information made available through Uber's mobile applications and/or websites. Any rights not expressly granted herein are reserved by Uber and Uber's licensors.

10. Intellectual Property

We reserve all rights not expressly granted in these Terms. Our App(s)/Website(s) Services, our devices and all data gathered through Uber's mobile applications and/or websites (including all intellectual property rights in all of the foregoing) are and remain our property or the property of our licensors. You may not, and may not allow any other party to: (a) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of the Uber's mobile applications and/or websites; (b) reverse engineer or attempt to extract the source code of Uber's mobile applications and/or websites except as allowed under law; (c) launch or cause to launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of Uber's mobile applications and/or websites or data; (d) use, display, or manipulate any of Uber Names, Marks, or Works for any purpose other than to use the Uber's mobile applications and/or services; (e) create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include Uber Names, Marks, or Works or any confusingly or substantially similar mark, name, title, or work; (f) use Uber Names, Marks, or Works as your social media profile picture or wallpaper; (g) purchase keywords (including, but not limited to Google AdWords) that contain any Uber Names, Marks, or Works; or (h) apply to register, reference, use, copy, and/or claim ownership in Uber's Names, Marks, or Works, or in any confusingly or substantially similar name, mark, title, or work, in any manner for any purposes, alone or in combination with other letters, punctuation, words, symbols, designs, and/or any creative works; except as may be permitted in the limited license granted above.

11. Privacy Notice

We collect, use and disclose information from or about you as described in our [Privacy Notice](#). Additional privacy notices may apply, including from third party controllers, for Uber Provided Services or Third Party Services.

12. Your Liability and Indemnity

12.1. You are liable for any damage suffered by us as a result of your violation of these Terms, your misuse of the App(s)/Website(s) Services, or your violation of any laws or third party rights. You are liable for all activities conducted through your account unless such activities are not authorized by you and you are not otherwise negligent.

12.2. In order to have access to the App(s)/Websites(s) Services, you agree to indemnify, defend (at our option) and hold us and our respective officers, directors, and employees harmless from and against all claims, liabilities, expenses, damages, penalties, fines, social security contributions and taxes arising out of or related to a breach of these Terms, breach of applicable law or third party claims directly or indirectly related to your use of the Third Party Services, the Uber Provided Services or your use of the Services generally.

13. Disclaimer

We provide the App(s)/Website(s) Services “as is” and “as available.” The App(s)/Website(s) Services may be subject to limitations, delays, and/or other problems inherent to the use of the internet and electronic communications and are not guaranteed to be available or error free at all times.

14. Limitation of Liability

14.1. Nothing in these Terms limits and excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation or alter your rights as a consumer that cannot be excluded under applicable law.

14.2. We are not liable under or in relation to these Terms including, but not limited to, liability in contract, tort (including negligence, misrepresentation), restitution or otherwise for any of the following connected to the use of the App(s)/Website(s) Services: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill and (vii) indirect or consequential loss.

14.3. We are not liable for:

- damages or losses arising from any transaction between you and a Third Party Provider; or
- the availability and accuracy of the content, products or services of the Third Party Provider.

14.4. We are not liable for delay or failure in performance resulting from causes beyond our reasonable control.

14.5. Our total liability to you for usage of Uber’s mobile applications and/or websites (and not in relation to any other arrangements between us for which the liability arrangements are governed by way of separate agreement) shall not exceed five hundred euros (500 euros).

14.6. To the extent permitted by law, we exclude all warranties and disclaim all liability for any act or omission by you or any third party.

15. Termination

15.1. You are free at all times to use the App(s)/Website(s) Services (where available) and may terminate these Terms and the App(s)/Website(s) Services by closing your account.

15.2. We may terminate these Terms and your access to the App(s)/Website(s) Services with immediate effect if we conclude that there is a breach by you of these Terms or any other agreement between you and Uber for the provision of Uber Provided Services.

15.3. Uber may, in its sole discretion, terminate these Terms or discontinue the App(s)/Website(s) Services at any time by giving you reasonable advance notice in writing.

15.4. If we cannot charge the charges to your preferred payment method we may suspend or remove your access to Uber's mobile applications and/or websites until payment is made.

15.5. You must immediately pay any outstanding charges due to Third Party Providers or Uber by you upon termination. Any such charges will survive termination and we reserve all rights to collect payment after termination.

16. General.

16.1. Uber may change these Terms from time to time, in particular if it is required by law or if the scope or the character of services changes significantly. We will inform you of changes within a reasonable time period. You will be bound by such changes upon their notification to you in Uber's mobile applications and/or websites and/or by email. If you do not agree with these changes, you are free to close your account in accordance with clause 15.1.

16.2. The invalidity of any clauses in these Terms does not affect the validity and enforceability of the rest of these Terms. Any such invalid, illegal or unenforceable clause shall be deemed deleted.

16.3. We may assign, subcontract or transfer these Terms or any of our rights or obligations in them, in whole or in part, without your prior consent, provided this will not lead to a reduction of the rights you are entitled to by virtue of these Terms or by law. You may not assign, subcontract or transfer these Terms or any of our rights or obligations, in whole or in part, as your use of the Uber's mobile applications and/or websites is personal, unless agreed otherwise.

16.4. These Terms are our entire agreement with you, together with any additional agreement relating to the provision of App(s)/Website(s) Services, and replace all previous agreements relating to your access and use of the App(s)/Website(s) Services.

16.5. You may be required to accept additional terms to access or use the App(s)/Website(s) Services. If there is a conflict between these Terms and the separate agreement, the latter will have precedence unless specified otherwise in the separate agreement.

16.6. There are no third party beneficiaries to these Terms except as provided for in these Terms.

17. Dispute Resolution Process

Uber may make available to users acting as consumers a mediation scheme for consumer disputes related to the App(s)/Website(s) Services or these Terms with a view to their amicable resolution. For any dispute of a contractual nature relating to the App(s)/Website(s) Services which could not have been resolved in the context of a complaint previously submitted to Uber's customer service, eligible consumers can also submit complaints about our Services or these Terms to the European Commission's online dispute resolution platform accessible [here](#) pursuant to the Regulation (EU) No 524/2013 of 21 May 2013. Uber does not commit to using an online dispute resolution platform to resolve consumer disputes.

18. Governing Law and Jurisdiction

These Terms shall be exclusively governed by and construed in accordance with the laws of the Netherlands, excluding its rules on conflicts of laws, unless, if you reside in the EU, statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, in which case those provisions may apply. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. You may bring judicial proceedings relating to the Services before a competent Dutch court. If you reside in the EU you may also bring judicial proceedings relating to the Services before the competent court of your country of residence. If you reside in the EU, we may only bring judicial proceedings against you in your country of residence, unless you are acting as a business in which case you agree to submit to the exclusive jurisdiction of the Dutch courts.

By accepting these Terms, you agree to be bound by these Terms.

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