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Last Updated: November 3 2016

Our Mission

The mission of the Uber API is to make it easy for developers to unlock the power of our logistical network that runs across cities. Through the **Uber Developer Portal**, we take pride in providing the tools necessary to create new and amazing experiences that help people all over the world discover and use Uber. And with the **Uber API Affiliate Program**, you have a way to get rewarded for the valuable products you build when your users sign up for and ride with Uber.

At the same time, we need to ensure that the rights of Uber and our users and Drivers remain protected and respected. As such, we offer access to the Uber API subject to the documentation and API Terms below.

We are looking for partners that align with the following principles:

Be a good citizen on Uber's network:

- Respecting the rights and privacy of our users and Drivers is very important to us. Please do not spam or otherwise mislead our users or Drivers in any way.
- User and Driver cancellations happen infrequently;
 we'd like to keep it that way. Please do not take actions that intentionally increase cancellation rates.
- We work tirelessly to perfect the user pickup so that users can easily find their vehicles and get moving to their final destination. Please do not

Developers | Uber misrepresent a user's pickup location or destination.

- Many of our Drivers rely on Uber to make a living.
 Focus on ways to help improve our platform by directing legitimate traffic to our Drivers.
- Be creative and make Uber an even more magical experience for people. Help them get things done more easily and cost effectively with Uber.

Be a strong, trustworthy partner to Uber. Please do not:

- Compete with Uber or try to drive traffic away from Uber.
- Resell Uber's services.
- Aggregate Uber with competitors.
- Store or aggregate Uber's data, except as expressly permitted by Uber.
- Slander or disparage Uber.

Introduction

Uber Technologies, Inc. and its affiliates are excited to provide development access to the Uber API and our applications, websites and technology platform ("Uber Services"). We are seeking the best in developer partners to grow our collective products and services. However, we need to balance offering an open platform for innovative development with ensuring the protection of Uber, the Uber Services and our users and partners. These Uber API Terms of Use ("API Terms") apply to you. "You" means you individually or the entity that you represent. If you are entering into these API Terms for an entity, you represent and warrant to us that you have the legal authority to bind that entity to these API Terms.

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"Uber," "we," or "us" means (a) Uber Technologies, Inc. if you are using the Uber API or Uber API Materials in the United States, (b) Uber (China), Ltd. if you are using the Uber API or Uber API Materials in China, and (c) Uber B.V. if you are using the Uber API or Uber API Materials in any other region.

We encourage you to contact us if you have questions or suggestions about the Uber API or these API Terms.

I. Access & Registration

A. Acceptance

All access to and use of (i) the Uber API, (ii) any data accessed or obtained via the Uber API ("Uber Data"). and (iii) Uber API-related documentation, software, and materials provided or made available to you by Uber (such documentation, software, and materials, collectively, the "Uber API Materials") is subject to and must comply with these API Terms. By accessing or using the Uber API, Uber API Materials, or Uber Data, you acknowledge that you have read, and agree to abide by, these API Terms. Please stop accessing and using the Uber API, Uber API Materials, and Uber Data if you determine that you are unable to comply with the current or any future version of the API Terms. The API Terms will evolve as our business and platform expands and as creative developers dream up new applications for the Uber API, so check back often and make sure that you are familiar with the most current version. Any amendment to the API Terms will be effective upon our posting of such updated terms at this location. Your continued use of the Uber API or Uber API Materials after such posting constitutes your consent to be bound by the API Terms, as amended. Additionally, we may modify or

update the Uber API from time to time. While we can provide no guarantee, we will try to ensure that future versions of the Uber API are backwards compatible to at least the previous version to the extent reasonably possible.

We reserve the right to revoke access to Uber API without notice if your use of the Uber API violates any of these API Terms or if we otherwise object to your use of the Uber API.

B. Your Account and Registration

To access the Uber API, you will first need to register as an Uber API Developer. You will also need to register each of your applications that use the Uber API with us. All user and application registration information can be found here. After registering, we will issue you with a Client ID and secret code(s) (called the client_id and client_secret) (each, a "Code"). Your Client ID and Code is required for all calls to the Uber API by your application. You must keep confidential your Client ID and any Code(s) we issue you. You must keep your registration information accurate, complete, and current for so long as you use the Uber API. You are responsible for all use that occurs under your Client ID, including any activities by you or your employees contractors or agents. If you believe an unauthorized person has gained access to your Client ID or any Code(s) we issue you, you must **notify us** as soon as possible.

C. Fees

Access to and use of the Uber API, Uber API
Materials, Uber Data, and the Uber Services available
in connection with the Uber API are currently
provided at no charge. However, we reserve the right
to charge for access and/or use of the Uber API, Uber
API Materials, Uber Data, and/or Uber Services in the

future at our discretion, including, without limitation, rated pricing and/or differentiated pricing for business users. We will provide you with notice in the event we decide to start charging for use.

II. Use Policies

A. Acceptable Use

You may use the Uber API and Uber API Materials in connection with your applications, products or services that are registered with us (your "Services") to make available certain various features and functionality of the Uber Services via the Uber API.

Your use of the Uber API, Uber API Materials, and Uber Data may be subject to certain limitations on access, Uber Data requests, and use as set forth in these API Terms, on the **Uber Developer Portal**, or as otherwise provided to you. If we believe that you have attempted to exceed or circumvent these limitations, your ability to use the Uber API, Uber API Materials, and Uber Data may be temporarily or permanently blocked. We may monitor your use of the Uber API, Uber API Materials, and Uber Data to improve the Uber API or Uber Services and to ensure compliance with these API Terms.

You agree that Uber may collect certain use data and information related to your use of the Uber API, Uber API Materials, and Uber Data in connection with your Services ("Usage Data"), and that Uber may use such Usage Data for any business purpose, internal or external, including, without limitation, providing enhancements to the Uber API, Uber API Materials, or Uber Services, providing developer of user support, or otherwise.

near your visual implementation of the Uber API (e.g., banner ads above or below), but you must ensure clear separation between Uber content and any advertisements. Your advertisements should not be displayed in any manner that suggests approval or endorsement by Uber.

B. Use Restrictions

In general, we reserve the sole right to determine whether or not your use of the Uber API, Uber API Materials, or Uber Data is acceptable, and to revoke Uber API access for any Service that we determine is not providing added benefit to Uber users and/or is not in the best interests of Uber or our users.

The following are some, but not all, restrictions applicable to the use of the Uber API, Uber API Materials, and Uber Data:

- You may not use Uber API, Uber API Materials, Uber Data, Client ID, or Code(s) for any purpose other than providing the Service for which you are registered to provide as an Uber API Developer.
- You may not use the Uber API, Uber API Materials, or Uber Data in any manner that is competitive to Uber or the Uber Services, including, without limitation, in connection with any application, website or other product or service that also includes, features, endorses, or otherwise supports in any way a third party that provides services competitive to Uber's products and services, as determined in our sole discretion.
- For products that use an upfront fare, you must clearly disclose the upfront fare to end users prior to initiating a ride request on their hebalf. Learn

more about upfront fares in our Ride Requests documentation.

to mittating a riac request on their penant Learn

- You may not share Client ID or Code(s) with any third party except as permitted by us for the use of your Service. You may not share Uber Data with any third party except as permitted by us for the use of your Service or by an end user who has affirmatively consented to the sharing of data about such end user. Uber Data about an end user in your possession or control must be deleted by you upon such end user's request or upon such end user's termination or cancellation of the Service.
- Your Service must allow the end user of your Service to access such end user's Uber Data that you have collected via the Uber API at the request of such end user. Your Service must provide easily accessible end user support contact information.
- You may not collect, store or aggregate Uber Data in any manner except as permitted by us for the use of your Service. You may not share Uber Data (individually, or in the aggregate) with third parties in any manner.
- You may not include or use the Uber API or Uber API Materials in, or in connection with, any application, website or other product or service that includes content that is disparaging of Uber, libelous or may otherwise be perceived as detrimental or harmful to Uber and its business and reputation, in our sole discretion.
- You may not include or use the Uber API or Uber API Materials in, or in connection with, any application, website or other product or service that includes content that is defamatory, libelous

hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, in our sole discretion.

- You may not use the Uber API or Uber API
 Materials to distribute any virus, spyware,
 adware, malware, or other harmful or malicious
 component.
- You may not use the Uber API or Uber API
 Materials for any purpose which or might
 overburden, impair or disrupt the Uber Services
 or related servers or networks.
- You may not use the Uber API, Uber API Materials, or Uber Data to distribute unsolicited advertising or promotions, or to send messages, make comments, or initiate any other direct communication or contact with Uber users or partners.
- You may not, and may not encourage or authorize others to: (i) remove or alter any proprietary notices or marks on the Uber API, Uber API Materials, or Uber Data; (ii) use or access the Uber API, Uber API Materials, or Uber Data for purposes of monitoring the availability, performance, or functionality of any of Uber's products and services or for any other benchmarking or competitive purposes; (iii) use or access the Uber API, Uber API Materials, or Uber Data to aggregate, cache, or store geographic location information or other user information accessible via the Uber API; (iv) frame, wrap or otherwise reproduce significant portions of the Uber Services; or (v) reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of the Uber API, Uber API Materials, any part of the Uber Services, or Uber Data.

- You may not charge end users in any manner for access to or use of the Uber API, Uber API
 Materials or any services or functionality included in or related to the Uber API or Uber Services.
 Without limiting the foregoing, you may not sell, rent, lease, sublicense, redistribute or syndicate access to the Uber API or the Uber API Materials, and you may not charge any kind of service, booking or similar fee in connection with any services made available via the Uber Services.
- You will at all times use the Uber API and Uber API Materials in accordance with all applicable worldwide laws and regulations and the Uber User Terms, and you may not use the Uber API or Uber API Materials to conduct or facilitate, in any way, activity that is in violation of applicable worldwide laws or regulations or the Uber User Terms. You will at all times use the Uber Data in accordance with all applicable worldwide laws and regulations, and you may not use the Uber Data to conduct or facilitate, in any way, activity that is in violation of applicable worldwide laws or regulations.
- You must not impose any terms on users of your Service that are inconsistent with these API Terms or the Uber User Terms.
- You agree to comply with the design guidelines, including, without limitation, any attribution requirement(s), which design guidelines may be updated by us from time to time, and you understand and agree that Uber has the sole discretion to determine whether your attribution(s) are in accordance with the guidelines.

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- You must ensure that any Uber Data or data otherwise related to your integration of the Uber API is encrypted and transmitted over a secure, encrypted channel (e.g., HTTPS).
- Your use of certain endpoints and scopes is subject to certain limitations on access as established by Uber from time to time. If you desire to implement an endpoint or scope in a manner that would exceed the limitations on access, please contact us.

In addition to, and without limitation of, the restrictions above, if you are granted access to the Request, All Trips and/or Delivery authorization scope(s), the following additional restrictions apply to your use of the Uber API, Uber API Materials, and Uber Data:

- You may not, and may not encourage or allow any third party to interfere with, hinder, limit, or modify any notices or authorization or consent requests provided by Uber.
- You may not initiate or cancel a request for transportation or delivery services without the consent of the end user associated with the trip or delivery request.
- You may not, and may not encourage or allow any third party to interfere with, hinder, limit, or modify the fare amount, fare multiple (including, without limitation, in the event of a "surge" multiple) or any associated fees.
- You may not modify or misrepresent a user's pickup location or destination, or a delivery pickup or drop off location, in any way.

- You may not use the Uber API or Uber API
 Materials in any way that would grant someone
 other than you or the applicable user the right to
 see any data related to that user's trip or delivery
 (including, without limitation, any pick-up or drop off locations, or any trip or delivery routes)
 without obtaining the prior express consent of
 that user.
- You must not use any data obtained from Uber in connection with these scopes for any advertising or marketing purposes.
- You must destroy any data obtained from Uber in connection with these scopes within thirty (30) minutes of receipt.
- You may only send push-notifications, SMS
 messages, or any other notification or message to
 a user when such user is on a trip, if (a) you
 initiated the trip through your integration of the
 Uber API, (b) the message is transactional (i.e.,
 non-marketing purposes only), and (c) you have
 obtained the prior consent of that user.
- You will conspicuously display the following language in any integration of the Uber API that provides for collection of an individual's phone number, next to the field where the individual's phone number is collected: "I agree that Uber or a transportation provider or courier may contact me at this phone number regarding my request for goods or services."

In addition to, and without limitation of, the restrictions above, if you are granted access to any of the Driver authorization **scope(s)**, the following additional restrictions apply to your use of the Uber API. Uber API Materials, and Uber Data:

- You may not use the Uber API, Uber API Materials, and Uber Data for any advertising, retargeting or marketing purposes.
- You may not share with any third party any information or data that could reasonably be used to derive any information about the identity of any of your end users who have attempted to authenticate (or successfully authenticated) access to any such Driver scope.

C. User Data & Privacy

We respect the privacy of users and expect you to do the same. The basic rule is this: collect only what you need to provide your Service; collect, use and store it a secure manner; and retain it only so long as you need it.

You agree to publish and abide by a privacy policy explaining how you collect, store, use, and/or transfer any Personal Data (defined below) via your Services. You also agree to comply with all privacy and data protection laws applicable to you. If you are located outside of the United States, you must disclose this fact to the user and indicate that by using your Service the user may be allowing or enabling the transfer of Personal Data to a country that may offer less protection with respect to Personal Data.

If your use of the Uber API, Uber API Materials, related Uber Services, or Uber Data requires or will likely result in the provision of Personal Data directly to Uber, you agree to obtain all necessary consents and authorizations from the applicable users to provide such Personal Data to Uber. Uber will treat Personal Data obtained from you through your use of the Uber API in accordance with its posted Privacy

Policy.

Unless otherwise required by applicable law or agreement with the applicable user to retain such data, if a user revokes the authorization previously granted for your Services to access to their Uber account, you must ensure that all Personal Data pertaining to that user is deleted from your Services and related networks, systems and servers. If you stop using the Uber API altogether or if your Uber API access is revoked, you must delete all Personal Data in the same way.

For the purposes of these API Terms, "Personal Data" means information that may be used, either alone or together with other information, to identify an individual user, including, without limitation, a user's name, address, telephone number, username, email address, city and country, geolocation, unique identifiers, picture, or other similar information.

III. Rights & Ownership

A. Use of Uber Marks

The rights granted in these API Terms do not include any general right to use the Uber name or any Uber trademarks, service marks or logos (the "Uber Marks") with respect to your Services. Subject to your continued compliance with these API Terms, we agree that you may use Uber Marks for certain limited purposes related to your Services as described below. These rights apply on a non-exclusive, non-transferable, worldwide, royalty-free basis, without any right to sub-license, and may be revoked by Uber at any time. If Uber updates any Uber Marks that you are using, you agree to update such Uber Marks to

reflect the most current versions. You must not use any Uber Marks, or any confusingly similar mark, as the name or part of the name of your Services, or as part of any logo or branding for your Services.

Branding and Logos. We may occasionally provide branding elements and logos featuring certain Uber Marks for use within your Services, as further described in our design guidelines. You can use these resources as we provide, but you must not make any changes or modifications.

Promoting Your App. You may not use any Uber Marks in any advertising, promotional or marketing materials for your Services, provided that you may use the name "Uber" in a written description of your Service in order to describe the fact that your Service connects to the Uber Services using the Uber API. The first time that the name appears in any piece of text, it should be followed by a superscript ""indicating a registered trade mark (i.e. "UBER"). You must not use the name in any way that takes unfair advantage of our goodwill or reputation in the Uber Marks, and you must not make any suggestion, directly or indirectly, that your app is an official Uber app or is endorsed by Uber in any way.

Press and Publicity. You may not issue any press release or other announcement regarding your Services that makes any reference to Uber (except as permitted in the "Promoting Your App" paragraph above) without our prior written consent.

B. Ownership

You agree that Uber and its affiliates retain all worldwide right, title and interest in and to the Uber API, Uber API Materials, Uber Data, Uber Marks and the Uber Services, including, without limitation, all intellectual property rights therein. Any rights not

expressly granted herein are withheld.

C. Independent Development

You understand that Uber may currently or in the future develop products and services that may be similar to or compete with your Services. Nothing in these API Terms shall in any way restrict Uber from pursuing any business activities or from entering into any agreement with any other person or company.

D. Feedback

In the event that you choose to provide Uber with feedback, suggestions or comments regarding the Uber API, the Uber API Materials, or your use thereof, you agree that Uber will be free to use, copy, modify, create derivative works, distribute, publicly display, publicly perform, grant sublicenses to, and otherwise exploit in any manner such feedback, suggestions or comments, for any and all purposes, with no obligation of any kind to you.

E. Open Source Uber API Materials

To facilitate your Uber API integration, Uber may make certain SDK(s) and/or libraries available to you under a separate open source license. You agree that any Uber API integration facilitated with such open source SDK(s) and/or libraries remains subject to these API Terms.

F. License to Uber

You hereby grant to Uber a paid-up, royalty-free, non-exclusive, worldwide, transferable, sublicenseable, right and license, under all your intellectual property rights, for Uber's marketing and promotional purposes to: (a) use, perform, make available, display to the public, reproduce, distribute,

and import your integration of the Uber API and (b) use your name, likeness, or brand (which includes all your trademarks, service marks, logos, brand names, or trade names) ("Your Marks") to the extent it is incorporated into your integration of the Uber API. Following the termination of these API Terms and upon written request from you, Uber shall make commercially reasonable efforts, as determined in its sole discretion, to remove references to your integration of the Uber API and any of Your Marks from the Uber website.

IV. Legal Terms

A. Confidentiality

You may be given access to certain information and software relating to the Uber API that is not generally known by the public (***"Confidential Information"***), which is confidential and proprietary to Uber. You agree to use the Confidential Information only for the purpose of using the Uber API in accordance with these API Terms, and you agree to not disclose any of the Confidential Information to any third party without Uber's prior written consent. You agree to protect the Confidential Information in the same manner that you would protect your own confidential and proprietary information but in no event using less than a reasonable degree of care.

B. Termination

You may terminate these API Terms at any time by ceasing all use of the Uber API, Uber API Materials, and Uber Data, and deleting all copies of all Uber API Materials and all Uber Data in your possession or control. We may immediately revoke your use of the Uber API, Uber API Materials, and Uber Data without notice if that use violates any of these API Terms or if we otherwise object to your use of the Uber API. We

may also terminate any rights granted hereunder, or may add or remove functionalities or features of the Uber API, at any time and for any reason at our discretion. We will not be liable to you or any third party for any costs or damages as a result of termination of this agreement.

C. Disclaimer

THE UBER API, UBER API MATERIALS, UBER DATA, AND UBER SERVICES ARE PROVIDED "AS IS" AND ON AN "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, AND UBER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. UBER DOES NOT WARRANT THAT THE UBER API, UBER API MATERIALS, UBER DATA OR UBER SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE THEREOF WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE.

D. Limitation of Liability

IN NO EVENT WILL UBER OR ITS EMPLOYEES,
AGENTS, USERS OR PARTNERS BE LIABLE TO YOU FOR
ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR
CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT
LIMITATION, LOSS OF USE, DATA, BUSINESS OR
PROFITS) ARISING OUT OF OR IN CONNECTION WITH
THESE API TERMS OR YOUR USE OF THE UBER API,
UBER API MATERIALS, UBER DATA, OR UBER
SERVICES, WHETHER SUCH LIABILITY ARISES FROM
ANY CLAIM BASED UPON CONTRACT, WARRANTY,
TORT (INCLUDING, WITHOUT LIMITATION,
NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND
WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. UBER'S AGGREGATE LIABILITY UNDER THESE API TERMS WILL NOT EXCEED THE GREATER OF (i) THE FEES YOU PAID TO UBER FOR USE OF THE UBER API MATERIALS IN THE LAST YEAR OR (ii) ONE HUNDRED DOLLARS (\$100).

E. Indemnification

You will indemnify, defend, and hold harmless Uber, its affiliates, and their officers, directors, employees, agents, licensors, users and partners from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees) brought by a third party arising out of or in connection with: (a) your use of the Uber API, Uber API Materials, Uber Data, or the Uber Marks other than as expressly allowed by this agreement; (b) your breach or alleged breach of any of the terms, conditions and representations under these API Terms: (c) your Services or business: or (d) your gross negligence or willful misconduct. You will control the defense and settlement of any claim subject to indemnification by you hereunder, provided that Uber may at any time elect to take over control of the defense and settlement of any claim. You may not settle or compromise any such claim without Uber's prior written consent.

F. Miscellaneous

If you are using the Uber API or Uber API Materials in the United States, these API Terms will be governed by the laws of the State of California, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the federal or state courts of San Francisco County California LISA and you consent to

jurisdiction in those courts. If you are using the Uber API or Uber API Materials in China, these API Terms will be governed by the laws of Hong Kong, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the courts of Hong Kong, and you consent to jurisdiction in those courts. If you are using the Uber API or Uber API Materials in any other country, these API Terms will be governed by the laws of The Netherlands, without regard to conflicts of law principles, and all claims arising out of or relating to these API Terms will be brought exclusively in the courts of The Netherlands, and you consent to jurisdiction in those courts. These API Terms were drafted in English and the Englishlanguage version shall control in the event of a conflict with any translated version. You may not assign any of the rights or obligations under these API Terms, by operation of law or otherwise, without the prior written consent of Uber. Any attempted assignment in violation of this paragraph is void. These API Terms constitute the entire agreement among the parties with respect to the subject matter and supersedes and merges all prior proposals. understandings and contemporaneous communications. Any modification to the API Terms by you must be in a writing signed by both you and Uber. These API Terms do not create or imply any partnership, agency or joint venture between the parties. No waiver by Uber of any right under this agreement will be effective unless set forth in a writing authorized by Uber. If any part of these API Terms are determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this agreement will remain in full force and effect.

OUR MISSION

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Announcing Riders API 1.2 featuring Upfront Fares, Ride Promotions, and Improved Dev Docs

BY UBER DEVELOPERS ON NOVEMBER 9

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4h



Uber Develop...

We just released a gorgeous new open source WebGL visualization framework called deck.gl. Read up on it here: eng.uber.com/deck-gl-framew...

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