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## TERMS AND CONDITIONS

Last Updated: December 8th, 2014

United Kingdom 

## PART 1: BOOKING SERVICE TERMS

### 1. DEFINITIONS.

"**Booking Services**" means the services set forth in paragraph 4 of this Part 1, which shall be provided to you by Uber acting as the agent of the Transportation Provider.

"**Transportation Provider**" means the provider to you of transportation services, including without limitation any drivers or vehicle operators licensed in accordance with the Regulations.

"**Uber**" shall mean Uber London Limited, a private limited liability company incorporated and registered in England and Wales with company number 8014782 whose registered office is at 1<sup>st</sup> Floor Focus Point, 21 Caledonian Road, London, United Kingdom, N1 9GB; and Uber Britannia Limited, a private limited liability company incorporated and registered in England and Wales with company number 8823469 whose registered office is at Office 1123 Old Granada Studios, 2 Atherton Street, Manchester, United Kingdom, M3 3GS.

"**Uber App**" means the software application and related services provided by Uber B.V. to you pursuant to terms and conditions set forth in Part 2.

"**Website**" shall mean [www.uber.com](http://www.uber.com).

### 2. PHV REGULATIONS.

Pursuant to the Local Government Miscellaneous Act 1976 and any related local government regulations pertaining to the operation of Private Hire Vehicles (together the "**Regulations**"), a private hire booking made by you must be accepted by a person that holds a relevant PHV

operator's licence. Uber is the holder of such a PHV operator license in each of the jurisdictions in which it operates, and as set out in paragraph 3 below accepts at its registered address and/or operations centre private hire bookings made by you using the Uber App ("**Bookings**").

### **3. UBER'S ACCEPTANCE OF BOOKINGS AS AGENT OF THE TRANSPORTATION PROVIDER.**

Uber accepts Bookings acting as disclosed agent for the Transportation Provider (as principal). Such acceptance by Uber as agent for the Transportation Provider gives rise to a contract for the provision to you of transportation services between you and the Transportation Provider (the "**Transportation Contract**"). For the avoidance of doubt: Uber does not itself provide transportation services, and Uber is not a Transportation Provider. Uber acts as intermediary between you and the Transportation Provider. You acknowledge and agree that the provision to you of transportation services by the Transportation Provider is pursuant to the Transportation Contract and that Uber accepts your booking as agent for the Transportation Provider, but is not a party to that contract.

For the sake of clarity, your Booking will be allocated to the nearest available Transportation provider by the Uber entity which holds the relevant operator license.

### **4. THE PROVISION OF BOOKING SERVICES BY UBER.**

Uber provides certain services through the Uber App installed on your GPS-enabled smartphone (the "**Booking Services**"). The Booking Services provided by Uber include:

- a. The acceptance of Bookings at its registered address and/or operations centre in accordance with paragraph 3 above, but without prejudice to Uber's right at its sole and absolute discretion to decline any Booking you seek to make;
- b. Allocating each accepted Booking to the nearest available Transportation Provider via such means as Uber may choose;
- c. Remotely monitoring (from Uber's operations centres) the performance of the Booking by the Transportation Provider;
- d. Receipt of and dealing with feedback, questions and complaints relating to Bookings, which may be made by email: support@uber.com. Uber encourages you to provide your feedback if any of the transportation services provided by the Transportation Provider do not conform to your expectations; and
- e. Managing any lost property queries relating to Bookings.

### **5. PAYMENT.**

The Booking Services are provided by Uber to you free of charge. Uber reserves the right to introduce a fee for the provision of the Booking Services. If Uber decides to introduce such a fee,

Uber shall inform you accordingly and allow you to either continue or terminate the Booking Services at your option.

The rates that apply for the transportation services provided by the Transportation Provider can be found on the Website and through the Uber App. These may be modified or updated from time to time. It is your responsibility to remain informed about the current rates for the transportation services.

## 6. LIMITATION OF LIABILITY.

Uber will not be liable to you in respect of any acts or omissions of its employees, agents or sub-contractors, whether such liability arises in contract (by way of indemnity or otherwise), tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise, provided that nothing in these Terms and Conditions will limit or exclude Uber's liability to you for personal injury or death caused directly by Uber's negligence.

## 7. APPLICABLE LAW.

The Booking Services and the Booking Service Terms set out in this Part 1, and all non-contractual obligations arising in any way whatsoever out of or in connection with the Booking Service Terms shall be governed by, construed and take effect in accordance with the laws of England and Wales.

Any dispute, claim or matter of difference arising out of or relating to the Booking Services or Booking Service Terms is subject to the exclusive jurisdiction of the courts of England and Wales.

# **PART 2: USER TERMS**

These User Terms apply to your visit to and your use of our website at [WWW.UBER.COM](http://WWW.UBER.COM) (the "**Website**"), the Uber App (as defined in Part 1 above) as well as to all other information, recommendations and/or services provided to you on or through the Website and the Uber App (together the "**Services**"), but for the avoidance of doubt these User Terms do not apply to the Booking Services defined and described in Part 1 above.

Please read these User Terms carefully before downloading the Uber App and/or using the Services.

## 1. UBER.

Your contracting partner in relation to your use of the Website, the Uber App and/or the Services is Uber B.V., a private limited liability company established in the Netherlands, having its offices at Vijzelstraat 68, 1017 HL, Amsterdam, the Netherlands, registered at the Chamber of Commerce under number 55808646 ("**Uber**").

## 2. WHAT SERVICES DOES UBER PROVIDE?

The Uber App and the Website provide means to enable you to obtain transportation services offered by third party transportation providers, drivers or vehicle operators (the "**Transportation Provider**"). In relation to Bookings, the Website and the Uber App enable you to access the Booking Services provided by Uber described in Part 1 above.

### **3. YOUR UBER ACCOUNT.**

By using the Uber App and/or the Services, you enter into a contract with Uber (the "**Contract**"). In order to be able to use the Uber App or the Services, you first need to set up your personal account. In order to do so, you must first provide Uber with your personal information, mobile telephone number and credit card data. Upon successful completion of your signing up with Uber, Uber will provide you with a personal account, accessible for you with a password of your choice. You have to be 18 years of age or older to use the Uber App and the Services. If you reside in a jurisdiction that restricts the use of the Uber App or the Services because of age, or restricts the ability to enter into agreements such as these User Terms due to age, you must abide by such age limits and you must not use the Uber App or the Services. You represent that if you are an individual, you are of legal age to enter into a binding contract, and that if you are registering on behalf of a legal entity, that you are authorized to enter into, and bind the entity to, these User Terms .

### **4. HOW TO USE THE UBER APP AND THE SERVICES.**

The GPS receiver - which should be installed on the mobile device (smart phone) on which you have downloaded the Uber App - detects your location. When you make a Booking that is accepted by Uber as set out in Part 1 above, you will be provided, via the Uber App with information regarding the Transportation Provider - including identity, vehicle licence number, and customer service rating - and the ability to contact the Transportation Provider by telephone. The Uber App also allows you to view the Transportation Provider's progress towards the pick-up point, in real time.

For the avoidance of doubt: Uber does not itself provide transportation services, and Uber is not a Transportation Provider. You acknowledge and agree that the provision to you of transportation services by the Transportation Provider is pursuant to the Transportation Contract and that Uber is not a party to that contract.

### **5. YOUR USE OF THE UBER APP OR THE SERVICES.**

You warrant that the information you provide to Uber is accurate and complete. Uber is entitled at all times to verify the information that you have provided and to refuse use of the Uber App or the Services without providing reasons.

You may only access the Services using authorized means. It is your responsibility to ensure that you download the correct application for your device. Uber is not liable if you do not have a compatible mobile device or if you download the wrong version of the Uber App for your mobile device. Uber reserves the right to terminate the use of the Uber App or the Services should you be using the Uber App or the Services with an incompatible or unauthorized device.

By using the Uber App or the Services, you further agree that:

1. You will only download the Uber App or use the Services for your sole, personal use and will not sell them to a third party;
2. You will not authorize others to use your account;
3. You will not assign or otherwise transfer your account to any other person or legal entity;
4. You will not use an account that is subject to any rights of a person other than you without appropriate authorization;
5. You will not use the Uber App or the Services for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
6. You will not use the Uber App or the Services to cause nuisance, annoyance or inconvenience;
7. You will not impair the proper operation of the network;
8. You will not try to harm the Uber App or the Services in any way whatsoever;
9. You will not copy, or distribute, the Uber App or other Uber Content (as defined in section 9) without written permission from Uber;
10. You will keep secure and confidential your account password or any identification we provide to you which allows access to the Uber App and/or the Services;
11. You will promptly provide us with such proof of identity as we may reasonably request;
12. You will only use an access point or 3G data account (AP) which you are authorized to use;
13. You are aware that when you choose to communicate with us by SMS (if available in your jurisdiction), standard messaging charges will apply;
14. You will not use the Uber App or the Services with an incompatible or unauthorized device;
15. You will comply with all applicable law of your home nation, and of the country, state and/or city in which you are present while using the Uber App and/or the Services.

Uber reserves the right immediately to terminate the use of the Uber App and/or the Services should you not comply with any of the above rules.

## **6. PAYMENT.**

The use of the Uber App and the Services is free of charge. Uber reserves the right to introduce a fee for the use of the Uber App and/or the Services. If Uber decides to introduce such a fee, Uber shall inform you accordingly and allow you either to continue or terminate the Contract, at your option.

The rates that apply for the transportation services by the Transportation Provider can be found on the Website and through the Uber App. These may be modified or updated by Uber from time to time. It is your own responsibility to remain informed about the current rates for the transportation services.

You will make payment to Uber, acting as agent for the Transportation Provider, in respect of the transportation services provided to you by the Transportation Provider. You agree that you will pay for all transportation services you purchase from the Transportation Provider, and that Uber may charge your credit card account) as provided by you when registering for the Services) for the transportation services (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing Uber with a valid credit card account for payment of all fees at all times. Any payment made is non-refundable.

Uber uses a third-party payment processor (the "**Payment Processor**") to link your credit card account to the Uber App and the Services. The processing of payments or credits, as applicable, in connection with your use of the Uber App and Services will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these User Terms. Uber is not responsible for any errors by the Payment Processor. In connection with your use of the Services, Uber will obtain certain transaction details, which Uber will use solely in accordance with its Privacy and Cookie Notice.

## 7. INDEMNIFICATION.

By accepting these User Terms and using the Uber App or the Services, you agree that you shall defend, indemnify and hold Uber, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- a. your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein;
- b. your violation of any rights of any third party, including Transportation Providers arranged via the Uber App, or
- c. your use or misuse of the Uber App or the Services.

## 8. LIABILITY.

The information, recommendations and/or services provided to you on or through the Website, the Services and/or the Uber App is for general information purposes only and does not constitute advice. Uber will use reasonable endeavours to keep the Website and the Uber App and its contents correct and up to date but does not guarantee that (the contents of) the Website and/or the Uber App are free of errors, defects, malware and viruses or that the Website and/or the Uber App are correct, up to date and accurate.

Uber shall not be liable for any damages resulting from the use of (or inability to use) the Website or the Uber App (but to the exclusion of death or personal injury), including damages caused by malware, viruses or any incorrectness or incompleteness of information or the Website or the Uber App, unless such damage is the result of any wilful misconduct or gross negligence on the part of Uber.

Uber shall further not be liable for any loss or damage resulting from the use of (or the inability to use) electronic means of communication with the Website and/or the Uber App, including – but not limited to – loss or damage resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

Without prejudice to the foregoing, and insofar as allowed under mandatory applicable law, Uber's aggregate liability to you shall in no event exceed an amount of EUR 500 or, where applicable, the equivalent of that amount in the currency used by you for the payment for the transportation services provided to you by the Transportation Provider.

The quality of the transportation services requested through the use of the Uber App and/or the Services is entirely the responsibility of the Transportation Provider who provides such transportation services to you. Uber under no circumstance accepts liability in connection with and/or arising from the transportation services provided by the Transportation Provider or any acts, actions, behaviour, conduct, and/or negligence on the part of the Transportation Provider or its employees. Any complaints about the transportation services provided by the Transportation Provider should be submitted to the Transportation Provider.

## 9. LICENSE GRANT, RESTRICTIONS AND COPYRIGHT POLICY.

For the purpose of this section, the following definitions apply:

**"Content"** means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound,

illustrations, music, software (excluding the Uber App), opinions, remarks, comments, artwork, links, questions, suggestions, information or other materials.

**"Uber Content"** means Content owned or used by Uber, its affiliates or licensors and made available through the Website, the Services or the Uber App, including any Content licensed from a third party, but excluding User Content.

**"User"** means a person who accesses or uses the Services or the Uber App.

**"User Content"** means Content that a User posts, uploads, publishes, submits or transmits to be made available on the Website or through the Services or the Uber App .

**"Collective Content"** means, collectively, Uber Content and User Content.

Subject to your compliance with these User Terms, Uber grants you a limited, non-exclusive, non-transferable license:

- i. to view, download and print any Uber Content solely for your personal and non-commercial purposes; and
- ii. to view any User Content to which you are permitted access solely for your personal and non-commercial purposes.

You have no right to sublicense the license rights granted in this section.

You may not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Website, the Services, the Uber App or Collective Content, except as expressly permitted by these User Terms. You may not reuse any Collective Content without first obtaining the written consent of Uber. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Uber or its licensors, except for the licenses and rights expressly granted in these User Terms.

## LICENSE GRANTED BY USER

Uber may, in its sole discretion, permit Users to post, upload, publish, submit or transmit User Content on the Website or through the Services or the Uber App. User Content will be deemed non-confidential and non-proprietary. Accordingly, Uber shall have the non-exclusive, royalty-free, right to use, copy, distribute and disclose to third parties any User Content for any purpose, in any medium and throughout the world ("**License Grant**").

You acknowledge that Uber only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. Uber shall not be continuously monitoring User Content published by you or moderating between Users, nor shall Uber be under an obligation to do so. Without limiting the foregoing, you



acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of Uber.

Any use by you of the User Content is entirely at your own risk. You represent and warrant that any User Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or personality rights and does not contain any defamatory or disparaging statements.

Furthermore, you represent and warrant that you have the capacity to grant the license as stipulated in this paragraph.

You agree to indemnify and keep Uber, its affiliates and licensors indemnified against all costs, expenses, damages, losses and liabilities incurred or suffered by Uber or its affiliated companies related to any User Content posted or transmitted by you and/or any other use by you of the Website, the Services or the Uber App.

Uber reserves the right at its sole discretion to block or remove (in whole or in part) any User Content posted or transmitted by you and which Uber believes is not in accordance with these User Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to Uber.

You agree promptly to notify Uber in writing of any User Content which breaches these User Terms. You agree to provide to Uber sufficient information to enable Uber to investigate whether such User Content breaches these User Terms. Uber agrees to make good faith efforts to investigate and shall take such action as Uber in its sole discretion decides. However, Uber does not warrant or represent that it will block or remove (in whole or in part) such user Content.

#### **Application License**

Subject to your compliance with these User Terms, Uber grants you a limited non-exclusive, non-transferable license to download and install a copy of the Uber App on a single mobile device that you own or control and to run such copy of the Uber App solely for your own personal use.

You shall not

- i. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Uber App in any way;
- ii. modify or make derivative works based upon the Services or the Uber App;
- iii. create Internet "links" to the Services or "frame" or "mirror" any application on any other server or wireless or Internet-based device;
- iv. reverse engineer or access the Uber App in order to
  - a. design or build a competitive product or service,
  - b. design or build a product using similar ideas, features, functions or graphics to those of the Services and/or the Uber App, or
  - c. copy any ideas, features, functions or graphics of the Services and/or the Uber App, or

- v. launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services or the Uber App.

You shall not:

- i. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- ii. send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
- iii. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- iv. interfere with or disrupt the integrity or performance of the Website, the Uber App or the Services or the data contained therein; or
- v. attempt to gain unauthorized access to the Website, the Uber App or the Services or their related systems or networks.

Uber will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Uber may involve and cooperate with law enforcement authorities in prosecuting users who violate these User Terms. You acknowledge that Uber has no obligation to monitor your access to or use of the Website, Services, the Uber App or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Website, the Uber App and the Services, to ensure your compliance with these User Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Uber reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Uber, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the Website, the Services or the Uber App.

## **COPYRIGHT POLICY**

Uber respects copyright law and expects its users to do the same. It is Uber's policy to terminate in appropriate circumstances use of the Uber App and the Services by Users or other account holders who (repeatedly) infringe or are believed to be (repeatedly) infringing the rights of copyright holders. Please see Uber's Copyright Policy at [HTTPS://WWW.UBER.COM/LEGAL/COPYRIGHT](https://www.uber.com/legal/copyright), for further information.

## **INTELLECTUAL PROPERTY OWNERSHIP**

Uber alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Website, the Uber App and the Services and any

suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website, the Uber App or the Services.

These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the Website, the Uber App or the Services, or any intellectual property rights owned by Uber. Uber's name, logo, and the product names associated with the Uber App and the Services are trademarks of Uber, its affiliated companies or third parties, and no right or license is granted to use them.

## 10. APP STORE SOURCED APPLICATION.

With respect to an Uber App accessed through or downloaded from the Apple App Store ("**App Store Sourced Application**"), you will use the App Store Sourced Application only:

- i. on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and
- ii. as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Uber reserves all rights in and to the Uber App not expressly granted to you under these User Terms.

You acknowledge and agree that

- i. these User Terms are valid between you and Uber only, and not Apple, and
- ii. Uber, not Apple, is solely responsible for the App Store Sourced Application and content thereof.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will, where applicable, refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law. Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Uber and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Uber.

You and Uber acknowledge that, as between Uber and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to:

- i. product liability claims;

- ii. any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and
- iii. claims arising under consumer protection or similar legislation.

You and Uber acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of an App Store Sourced Application infringes that third party's intellectual property rights, as between Uber and Apple, Uber, not Apple, will be solely responsible for the investigation, defense, settlement and/or discharge of any such intellectual property infringement claim to the extent required by this Agreement.

You and Uber acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries in relation to your license of the App Store Sourced Application, and that, upon your acceptance of these User Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the rights under these User Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any provisions of these User Terms, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

## **11. THIRD PARTY INTERACTIONS.**

During the use of the Website, the Uber App and the Services, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods and/or services from, or participate in promotions of, third parties. These links take you off the Website, the Uber App and the Services and are beyond Uber's control.

During use of the Website, the Uber App and the Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of, third party service providers, advertisers or sponsors showing their goods and/or services through a link on the Website or through the Uber App or the Services. These links take you off the Website, the Uber App and the Services and are beyond Uber's control. The websites you can link to are likely to have their own terms and conditions including a privacy policy. Uber is not responsible and cannot be held liable for the content and activities of these websites or the terms and conditions relating thereto. You visit or access these websites entirely at your own risk.

Please note that such websites may send their own cookies to users, collect data and/or solicit personal information, and you are therefore advised to check the terms and conditions of use of such websites prior to using them.

## **12. TERM AND TERMINATION OF THE CONTRACT.**

This agreement in respect of the User Terms between Uber and you shall (subject to this paragraph) subsist for an indefinite period.

You are entitled to terminate this agreement in respect of the User Terms at any time by permanent deletion of the Uber App installed on your smart phone, thus disabling the use by you of the Uber App and the Services. You can close your user account at any time by following the instructions on Uber's website.

Uber is entitled to terminate this agreement in respect of the User Terms at any time and with immediate effect (by disabling your use of the Uber App and the Services) if you:

- a. violate or breach any term of these User Terms, or
- b. in the opinion of Uber, misuse the Uber App or the Services.

Uber is not obliged to give you notice of such termination in advance. After termination Uber will give notice thereof in accordance with these User Terms.

## **13. INVALIDITY OF ONE OR MORE PROVISIONS.**

The invalidity of any part of these User Terms shall not affect the validity of the other provisions of these User Terms.

If and to the extent that any part of these User Terms is invalid, or is unacceptable in the given circumstances according to the criteria of reasonableness and fairness, a provision shall apply between the parties instead that is acceptable considering all the circumstances and which corresponds with the provisions of the invalid part as much as possible, taking into account the content and the purpose of these User Terms.

## **14. MODIFICATION OF THE SERVICE AND USER TERMS.**

Uber reserves the right, at its sole discretion, to modify or replace any of these User Terms, or change, suspend, or discontinue the Services or the Uber App (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Website or by sending you notice through the Services, the Uber App or via email. Uber may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

## **15. NOTICE.**

Uber may give notice by means of a general notice on the Services or the Uber App, or by email to an email address previously supplied by you, or by written communication sent by regular mail to an address previously supplied by you.

## 16. ASSIGNMENT.

You may not assign any of your rights under these User Terms without prior written approval of Uber.

## 17. PRIVACY AND COOKIE NOTICE.

Uber collects and processes the personal data of the visitors of the Website and users of the Uber App according to the [PRIVACY AND COOKIE NOTICE](#).

## 18. APPLICABLE LAW AND DISPUTE RESOLUTION.

The User Terms contained in this Part 2 are subject to the laws of the Netherlands. Any dispute, claim or controversy arising out of or relating to the User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website, the Services or the User App will be determined exclusively by the competent court in Amsterdam, the Netherlands, unless you notify Uber within one month after Uber invoking its right pursuant to this provision to commence court proceedings in Amsterdam, the Netherlands, that you demand settlement of the dispute, claim or controversy at hand before the relevant court competent by law.

## LANGUAGE

The English text of these User Terms constitutes the sole authentic text. In the event of any discrepancy between the English text and a translation into another language, the English text shall prevail.

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