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UBER'S "USER TERMS"

The following is a brief summary of the terms of Uber's current user agreement relating to its disclaimers and limitations of liability, and required indemnity by customers. As with any web-based service provider, Uber requires users to accept its lengthy terms and conditions. Does anyone actually read them? Probably just a very small percentage. Do these provisions give rise to a binding contract nonetheless? Of course. Uber's contract provisions are set out verbatim in capital letters below, followed by my short explanation of each.

TERMS AND CONDITIONS

LAST UPDATED: NOVEMBER 10, 2014

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YOU ACKNOWLEDGE THAT UBER DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER. UBER'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT UBER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION OR LOGISTICS PROVIDED TO YOU BY THIRD PARTY PROVIDERS THROUGH THE USE OF THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

Uber users are required to agree that Uber has no responsibility or liability of any kind for the services provided by Uber's drivers.

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UBER DOES NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A THIRD PARTY PROVIDER WILL MEET YOUR NEEDS AND EXPECTATIONS. UBER WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND A THIRD PARTY PROVIDER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THIRD PARTY PROVIDERS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. UBER SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH THIRD PARTY PROVIDERS.

Users must agree that Uber has no responsibility for whether Uber cars and drivers are suitable, safe, or capable of delivering transportation service. Users agree that Uber drivers may be “unsafe, offensive, harmful to minors, or otherwise objectionable.” Use of Uber services is at the sole risk of the users, who must agree that Uber has no liability of any kind for whatever happens in Uber cars.

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DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." UBER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, UBER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

The user must agree that Uber provides no warranty or other assurance as to any aspect of the transportation service provided by Uber drivers. The Uber user assumes 100% of the risk. This language may also be intended to protect Uber drivers from claims by users.

LIMITATION OF LIABILITY

UBER SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND UBER'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH UBERX MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL UBER'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

Through its terms of service, Uber relieves itself of any financial responsibility of any kind for anything which may occur in the course of use of Uber services. This includes responsibility for any personal injury or damage to the personal property of the user. Where liability may nonetheless be found to exist, users agree that Uber's financial responsibility will be not more than \$500.

INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD UBER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE SERVICES; (II) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS; (III) UBER'S USE OF YOUR USER CONTENT; OR (IV) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING THIRD PARTY PROVIDERS.

Should anyone assert a legal claim against Uber flowing from a user's use of Uber's services, the user must pay any resulting damages incurred by Uber to Uber, along with any attorney fees incurred by Uber in the legal process. As a simple example, if a user orders transportation service and friends or family accompany the user, the user would have to fully protect Uber if one of the other guests sued Uber as a result of an accident or even an act of misconduct, such as an assault upon the passenger, by an Uber driver. Similarly, if Uber is sued as a result of injuries to drivers or passengers of other vehicles, bicyclists, or pedestrians while the Uber user is receiving transportation services from Uber, the user must similarly fully protect Uber from any claim regardless of size. In evaluating the risks incurred by an Uber user as a result of this provision, it is important to bear in mind that Uber does not require professional driver licensure for providers of its transportation services, and has no means of testing its drivers' abilities or the safety of their vehicles.