

Your agreement with Uber – Quick Guide for Merchants

Here's a summary of some key details of your Uber Eats merchant agreement. **This is not a binding contract**, so it is important that you read the full agreement (including your order form).

What do we provide to you under the agreement?	<p>Uber provides you with access to relevant Uber owned apps and acts as your payment collection agent as well as processing payments and refunds.</p> <p>Uber's local subsidiaries (Portier Pacific if you are in Australia and Portier NZ if you are in New Zealand) also provide services under your agreement. Portier Pacific or Portier NZ (as applicable to your location) provides you with lead generation services and helps with invoicing and managing complaints, refund requests and your delivery settings. They will also provide delivery services to your customers, if you choose the Uber Delivery Option.</p>
What are you able to do under the agreement?	<p>You can offer your items for sale on the Uber Eats app.</p> <p>If you choose to use the Uber Delivery Option, Portier Pacific or Portier NZ (as applicable to your location) will provide delivery services to the customer who purchases Items from you.</p> <p>If you choose to use the Self-Delivery Option, you may also use the Uber owned apps to offer your delivery services to customers and to set or change your delivery settings (including your self-delivery fee, self-delivery area and estimated fulfilment time).</p> <p>If you choose to use a Non-Delivery Option, you can also allow customers to pickup their items or dine-in at your location.</p> <p>See the document Information about Uber Eats for more details about how Uber Eats works.</p>
What is your relationship with us?	<p>We provide various services to assist in connecting you with customers. However, we do not sell your items. Instead, you contract directly with your customers to sell your items and, if you choose the Self-Delivery Option, delivery services.</p>
What are your responsibilities under the agreement?	<p>Your responsibilities are detailed in the agreement and include:</p> <ul style="list-style-type: none">• setting the price of your items, ensuring the quality of your items, having accurate photos and descriptions of your items, and packaging your items appropriately;• complying with law and the Uber community guidelines, obtaining the correct approvals to provide your items (such as food or alcohol) and maintaining sufficient insurance coverage; and• if you choose to use the Self-Delivery Option, engaging and managing your own delivery staff, setting your self-delivery fee and self-delivery area, providing delivery services to your customers, providing support to customers for self-delivery items, and ensuring that self-delivery items are delivered to customers safely and with reasonable care.
How do payments and refunds work?	<p>Uber will process payments for you. On a weekly basis, you will receive payment for the items and any related services you sell, less our Uber Eats fees (or other amounts that we are permitted to deduct from your payment, such as an activation fee or damage fee).</p>

	<p>There are limited circumstances in which you are responsible for the cost of refunds provided to your customers; however, these circumstances can vary depending on whether you choose to use the Uber Delivery Option, the Self-Delivery Option, or a Non-Delivery Option. These amounts are deducted from the weekly payment you receive. Refunds are managed in accordance with the policy on the Uber website. If you disagree that you are responsible for a refund, you can dispute it by contacting us.</p>
What are some other important things to know?	<p>The agreement provides limits on your liability to us, and our liability to you. However, your rights under consumer law are not excluded.</p>
How does the agreement end?	<p>You can end the agreement by giving us 7 days' notice. You can also end the agreement earlier, in some circumstances. We can limit your access to the Uber apps if you breach the agreement or the community guidelines, or if something happens that could impact our brand. We can end the agreement or restrict your access for other legitimate reasons, but only on 30 days' notice to you.</p>
Can the agreement change?	<p>We can change the agreement by updating the terms on our website. If a change would detrimentally affect your rights, we'll give you at least 30 days' notice before the change becomes effective. Changes to the general terms or service terms will be on our website and notified by email, and we will provide you with changes to your order form by email. If you do not agree with the detrimental changes, you can end the agreement by telling us before the 30 day period expires.</p>

This quick guide is current as at 1 March 2021. If you have any questions about this quick guide or your agreement, you can contact us for free at help.uber.com.