



Uber's Not-Necessarily Legal Terms Expose Passengers to Risk

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That little box Uber passengers check saying they accept Uber's legal terms could be troublesome for the Silicon Valley unicorn. Uber's [terms and conditions](#) for passengers are very much the subject of legal dispute.

These days, the terms are more than nine pages long at 12-point type. Near the beginning, they read: **"PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND UBER."**

Of course, not many people actually read them. And that is part of an ongoing legal dispute. At the heart of it is that Uber passengers, whether they know it or not, agree to "resolve disputes with Uber on an individual basis through final and binding arbitration," the terms state.

Translation? Uber passengers unwittingly waive the right to either a jury trial and to participate in a class-action lawsuit.

Well, not so fast. [Fifty-one law professors](#) have joined the legal fight over whether Uber can force consumers into arbitration.. Federal District Court Judge Jed Rakoff ruled that Uber's terms agreement fails to (1) conspicuously disclose this contract term and (2) ensure that app users unambiguously agree. Uber is appealing this decision.

"You acknowledge and agree that you and Uber are each *waiving the right to a trial by jury* or to participate as a plaintiff or class member in any purported class action or representative proceeding."

—from Uber's Terms and Conditions

Uber's terms also seek to limit any and all damages if a passenger is harmed:

"YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW."

However, the notion that Uber can't be held liable for any bad thing that happens to passengers was specifically rejected in a [case](#) involving alleged sexual assaults of passengers by Uber drivers.

In this case, the federal judge ruled that Uber could be a "common carrier." Under this overarching legal principle, common carriers are responsible for acting to safeguard the wellbeing of the persons or goods they transport for profit. This longstanding principle holds true, the judge noted, even though Uber may employ independent contractors as drivers.

The bottom line? Just because passengers are made to check a box agreeing they have read through nine pages of fine print before requesting a ride through a smartphone app, doesn't necessarily mean they have to give up their rights to sue when something goes horribly wrong.

'Who's Driving You?' is a public safety campaign promoting for-hire vehicle safety and highlighting the risks of Uber and Lyft. It was launched by the Taxicab, Limousine & Paratransit Association, a 1,000-member non-profit trade association for the private passenger transportation industry, established 1917. For more information, visit www.WhosDrivingYou.org, follow us on Twitter (@WhosDrivingYou) and Facebook (facebook.com/WhosDrivingYou)