

United States ▼

Independent Contractor Agreement - United States

DoorDash Dashers

Last Updated: January 2022

This Agreement (“Agreement”) is made and entered into by and between you, the undersigned contractor (“CONTRACTOR”), an independent contractor engaged in the business of performing the services contemplated by this Agreement, and DoorDash, Inc. (“DOORDASH,” “COMPANY,” “we,” “us,” or “our”). CONTRACTOR may enter this Agreement either as an individual sole proprietor or a corporate entity. This Agreement will become effective on the date it is accepted regardless of whether you are eligible to, or ever do, perform any Contracted Services.

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION XII, AS IT REQUIRES THE PARTIES (UNLESS YOU VALIDLY OPT OUT OF ARBITRATION, AS PROVIDED BELOW) TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, TO THE FULLEST EXTENT PERMITTED BY LAW, THROUGH FINAL AND BINDING ARBITRATION. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS, INCLUDING SECTION XII, AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. BY ACCESSING THE DOORDASH PLATFORM AS A DASHER, YOU AGREE TO BE BOUND BY (1) THIS AGREEMENT, (2) DOORDASH E-SIGN CONSENT AGREEMENT, (3) [DOORDASH DASHER PRIVACY POLICY](https://help.doordash.com/dashers/s/privacy-policy-us?language=en_US)

(https://help.doordash.com/dashers/s/privacy-policy-us?language=en_US), AND (4) [DOORDASH CONSUMER TERMS OF SERVICE](https://help.doordash.com/consumers/s/terms-and-conditions-us?language=en_US) (https://help.doordash.com/consumers/s/terms-and-conditions-us?language=en_US).

RECITALS

DOORDASH is a company that provides an online marketplace platform using web-based technology that connects contractors, restaurants and/or other businesses, and consumers (“DOORDASH platform” or “platform”). DOORDASH’s software permits registered users to place orders for food and/or other goods from various restaurants and businesses. Once such orders are made, DOORDASH software notifies contractors that a Delivery Opportunity is available and the DOORDASH software facilitates completion of the delivery. DOORDASH is not a restaurant, food delivery service, or food preparation business.

CONTRACTOR is an independent provider of delivery and other services, authorized to conduct the services contemplated by this Agreement in the geographic location(s) in which CONTRACTOR operates. CONTRACTOR possesses all equipment and personnel necessary to perform the delivery and any other services contemplated by this Agreement in accordance with applicable laws. CONTRACTOR desires to enter into this Agreement for the right to receive delivery opportunities made available through DOORDASH'S platform. CONTRACTOR understands and expressly agrees that they are not an employee of DOORDASH or any restaurant, other business or consumer and that they are providing delivery and other services on behalf of themselves and their business, not on behalf of DOORDASH. CONTRACTOR understands (i) they are free to select the times they wish to be available on the platform to receive delivery opportunities; (ii) they are free to negotiate their compensation by among other things accepting or rejecting the opportunities transmitted through the DOORDASH platform by consumers, and can make such decisions to maximize their opportunity to profit; and (iii) they have the sole right to control the manner in which deliveries are performed and the means by which those deliveries are completed.

In consideration of the above, as well as the mutual promises described herein, DOORDASH and CONTRACTOR (collectively “the parties”) agree as follows:

I. PURPOSE OF THE AGREEMENT

1. This Agreement governs the relationship between DOORDASH and CONTRACTOR, and establishes the parties’ respective rights and obligations. In exchange for the promises contained in this Agreement, CONTRACTOR shall have the right and obligation to perform the “Contracted Services” as defined herein. However, nothing in this Agreement requires CONTRACTOR to perform any particular volume of Contracted Services during the term of this Agreement, and nothing in this Agreement shall guarantee CONTRACTOR any particular volume of business for any particular time period.
2. CONTRACTOR shall have no obligation to accept or perform any particular “Delivery Opportunity” (as that term is defined herein) offered through the DOORDASH platform. However, once a Delivery Opportunity is accepted, CONTRACTOR shall be contractually bound to complete the Contracted Services in accordance with all consumer and merchant specifications and the terms laid out in this Agreement.

II. CONTRACTOR'S OPERATIONS

1. CONTRACTOR represents that they operate an independently established enterprise that provides delivery and other services, and that they satisfy all legal requirements and have all necessary licenses and permits necessary to perform any services contemplated by this Agreement. As an independent contractor/enterprise, CONTRACTOR shall be solely responsible for determining how to operate their business and how to perform the Contracted Services.
2. CONTRACTOR agrees to provide DOORDASH with information that is true and accurate, and to promptly inform DOORDASH should any information require updating.
3. CONTRACTOR agrees to fully perform the Contracted Services in a timely, efficient, safe, and lawful manner. DOORDASH shall have no right to, and shall not, control the manner, method or means CONTRACTOR uses to perform the Contracted Services. Instead, CONTRACTOR shall be solely responsible for determining the most effective, efficient, and safe manner to perform the Contracted Services, including determining the manner of pickup, delivery, and route selection.
4. As an independent business enterprise, CONTRACTOR retains the right to perform services (whether delivery services or other services) for other businesses, and CONTRACTOR represents that they advertise and hold themselves out to the general public as a separately established business. The parties recognize that they are or may be engaged in similar arrangements with other businesses to supply the same or similar services and nothing in this Agreement shall prevent CONTRACTOR or DOORDASH from doing business with others. DOORDASH does not have the right to restrict CONTRACTOR from performing services for CONTRACTOR's own business, other businesses, customers, or consumers at any time, even if such business directly competes with DOORDASH, and even during the time CONTRACTOR is logged into the DOORDASH platform so long as such services do not otherwise violate this agreement. CONTRACTOR's right to compete with DOORDASH, or perform services for businesses that compete with DOORDASH, will survive even after termination of this Agreement.
5. CONTRACTOR is not required to purchase, lease, or rent any products, equipment or services from DOORDASH as a condition of doing business with DOORDASH or entering into this Agreement.
6. CONTRACTOR agrees to immediately notify DOORDASH in writing at www.doordash.com/help/ (<http://www.doordash.com/help/>) if CONTRACTOR's right to control the manner or method they use to perform services differs from the terms contemplated in this Section.
7. When signing up to be a user of the DOORDASH platform, CONTRACTOR's information will be used to create an account. CONTRACTOR may not sign up to be a Dasher more than once by creating multiple accounts.
8. CONTRACTOR acknowledges that when engaging with the DOORDASH platform on a mobile device, data usage and rates may apply.
9. By using the DOORDASH platform, CONTRACTOR also agrees to be bound by the DOORDASH Customer Terms of Service (https://help.doordash.com/consumers/s/terms-and-conditions-us?language=en_US) and that any breach of the DOORDASH Customer Terms of Service will be considered a breach of this Agreement. However, to the extent that this Agreement and the DOORDASH Customer Terms of Service conflict, the terms of this Agreement shall govern.
10. To prevent unauthorized access to CONTRACTOR's account and to prevent unauthorized use of the DOORDASH platform, CONTRACTOR agrees to protect and keep confidential their email, phone number, password, or other means of accessing their account via the DOORDASH platform. CONTRACTOR

acknowledges that unauthorized use of CONTRACTOR's account, email, phone number and password could lead to financial loss and access to CONTRACTOR's sensitive personal and account information. If CONTRACTOR discloses their account information, user ID, and/or password to any person or entity, CONTRACTOR assumes all risks and losses associated with such disclosure. If CONTRACTOR believes someone may attempt to use or has accessed CONTRACTOR's account without CONTRACTOR's permission, or that any other unauthorized use or security breach has occurred, CONTRACTOR agrees to immediately notify us at www.doordash.com/help/ (<http://www.doordash.com/help/>).

III. CONTRACTED SERVICES

1. From time to time, the DOORDASH platform will notify CONTRACTOR of the opportunity to complete deliveries from restaurants or other businesses to consumers in accordance with orders placed by consumers through the DOORDASH platform or directly from restaurants or other businesses (each of these is referred to as a "Delivery Opportunity"). CONTRACTOR agrees by logging into the DOORDASH platform as a Dasher, CONTRACTOR is making themselves available to receive Delivery Opportunities, which CONTRACTOR may accept or reject. For each Delivery Opportunity accepted by CONTRACTOR ("Contracted Service"), CONTRACTOR agrees to proceed to the restaurant or other business to retrieve the order in a safe and timely fashion, ensure the order is accurately filled according to the consumer, restaurant, and/or business specifications, and complete delivery of the order to consumers in a safe and timely fashion without taking any action that would change the quality or presentation of the items being delivered and while adhering to reasonable expectations on food safety, quality and health standards as required by the restaurants or other businesses and/or applicable law. A Delivery Opportunity is considered complete when the order has been delivered to the ordering party, or, and only when applicable, placed in a designated area as selected by the consumer, in addition to any other task required for completion of the delivery. CONTRACTOR agrees to timely mark a delivery as completed through the DOORDASH platform upon delivery of the order to the ordering party.

2. CONTRACTOR understands and agrees that the parameters of each Contracted Service are established by the consumer, restaurant, and/or other business, not DOORDASH, and represent the end result desired, not the means by which CONTRACTOR is to accomplish the result. CONTRACTOR has the right to cancel a Contracted Service when, in the exercise of CONTRACTOR's reasonable discretion and business judgment, it is appropriate to do so. Notwithstanding the foregoing, CONTRACTOR agrees to maintain both a customer rating and a completion rate found [here \(https://help.doordash.com/dashers/s/article/Dasher-Ratings-Explained?language=en_US\)](https://help.doordash.com/dashers/s/article/Dasher-Ratings-Explained?language=en_US) as of the date this Agreement becomes effective. Failure to satisfy this obligation constitutes a material breach of this Agreement, and DOORDASH shall have the right to terminate this Agreement and/or deactivate CONTRACTOR'S account.

3. CONTRACTOR acknowledges that DOORDASH has discretion as to which, if any, Delivery Opportunity to present to CONTRACTOR, just as CONTRACTOR has the discretion whether and to what extent to accept any Delivery Opportunity.

4. CONTRACTOR warrants that CONTRACTOR is engaged in CONTRACTOR's own business, separate and apart from DOORDASH'S business, which is to provide an online marketplace platform using web-based technology that connects contractors, restaurants and/or other businesses, and consumers.

5. CONTRACTOR authorizes DOORDASH, during the course of a Contracted Service, to communicate with CONTRACTOR, consumer, and/or restaurant or other business to assist CONTRACTOR, or facilitate direct communication between CONTRACTOR and the consumer, restaurant, and/or business, to the extent permitted by CONTRACTOR, in facilitating deliveries. However, under no circumstances shall DOORDASH be authorized to control the manner or means by which CONTRACTOR performs delivery services or other services contemplated under this Agreement. This includes, but is not limited to, the following:

- a. DOORDASH does not require any specific type, or quality, of CONTRACTOR's choice of transportation.
- b. CONTRACTOR does not have a supervisor or any individual at DOORDASH to whom they report.
- c. CONTRACTOR is not required to use any signage or other designation of DOORDASH on their vehicle or person at any point in their use of the platform to perform the Contracted Services.
- d. DOORDASH has no control over CONTRACTOR's personal appearance.
- e. CONTRACTOR does not receive performance evaluations by DOORDASH.

6. CONTRACTOR may use whatever payment method they choose to purchase items to be delivered to consumers, including but not limited to CONTRACTOR's personal credit or debit card, cash, or a prepaid card. CONTRACTOR may use, for CONTRACTOR's convenience, the prepaid card solely for purchasing items to be delivered to consumers. If CONTRACTOR chooses to use their personal credit or debit card or cash, CONTRACTOR shall invoice DOORDASH on a weekly basis and DOORDASH agrees to pay all invoices within 10 days of receipt.

7. In the event CONTRACTOR fails to fully perform any Contracted Service (a "Service Failure") due to CONTRACTOR's action or omission, CONTRACTOR shall forfeit all or part of the agreed upon fee for that service. If CONTRACTOR disputes responsibility for a Service Failure, the dispute shall be resolved pursuant to the "Payment Disputes" provision below.

8. CONTRACTOR agrees to immediately notify DOORDASH in writing by submitting a Support inquiry through <https://help.doordash.com/s/> (<https://help.doordash.com/s/>) if CONTRACTOR's services or scope of work differ in any way from what is contemplated in this Section.

IV. CONTENT

1. Parts of the DOORDASH platform enable CONTRACTOR to provide feedback, text, photos, audio, video, information, and other content (collectively, "Content"). By providing Content, in whatever form and through whatever means, CONTRACTOR grants DOORDASH a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. If Content includes personal information, DOORDASH's [Privacy Policy](https://help.doordash.com/dashers/s/privacy-policy-us?language=en_US) (https://help.doordash.com/dashers/s/privacy-policy-us?language=en_US) describes how DOORDASH uses that personal information. Where DOORDASH pays for the creation of Content or facilitates its creation, DOORDASH may own that Content, in which case supplemental [terms or disclosures](https://help.doordash.com/dashers/s/article/Content-and-Likeness-Consent-Release?) (<https://help.doordash.com/dashers/s/article/Content-and-Likeness-Consent-Release?>

[language=en_US](#)), will say that. CONTRACTOR is solely responsible for all Content that CONTRACTOR provides and warrants that CONTRACTOR either own it or is authorized to grant DOORDASH the rights described in these Terms. CONTRACTOR is responsible and liable if any of CONTRACTOR's Content violates or infringes the intellectual property or privacy rights of any third party. Content that is, among other things, discriminatory, obscene, harassing, deceptive, violent, or illegal is prohibited, and Content must comply with all applicable DOORDASH policies, including but not limited to the DOORDASH Content Policy. CONTRACTOR agrees that DOORDASH may make available services or automated tools to translate Content and that CONTRACTOR's Content may be translated using such services or tools.

V. RELATIONSHIP OF PARTIES

1. The parties acknowledge and agree that this Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. The parties are not employees, agents, joint venturers, or partners of each other for any purpose. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement.
2. DOORDASH shall not have the right to, and shall not, control the manner or the method of accomplishing Contracted Services to be performed by CONTRACTOR. The parties acknowledge and agree that those provisions of the Agreement reserving ultimate authority in DOORDASH have been inserted solely for the safety of consumers and other CONTRACTORS using the DOORDASH platform or to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof.
3. DOORDASH shall report all payments made to CONTRACTOR on a calendar year basis using an appropriate IRS Form 1099, if the volume of payments to CONTRACTOR qualifies. CONTRACTOR agrees to report all such payments and any cash gratuities to the appropriate federal, state and local taxing authorities.

VI. PAYMENT FOR SERVICES

1. Unless a different rate of pay is negotiated or CONTRACTOR is notified otherwise by DOORDASH in writing or except as provided herein, CONTRACTOR will receive payment per accurate Contracted Service completed in an amount consistent with the publicly provided pay model, which CONTRACTOR can view [here](https://help.doordash.com/dashers/s/article/How-is-Dasher-pay-calculated) (<https://help.doordash.com/dashers/s/article/How-is-Dasher-pay-calculated>). DOORDASH reserves the right to adjust or withhold all or a portion of payment owed to CONTRACTOR if DOORDASH reasonably believes that CONTRACTOR has defrauded or abused, or attempted to defraud or abuse, the platform. From time to time, DOORDASH may offer opportunities for CONTRACTOR to earn more money for performing Contracted Services at specified times or in specified locations. Nothing prevents the parties from negotiating a different rate of pay, and CONTRACTOR is free to accept or reject any such opportunities to be paid at different rates.
2. DOORDASH's online credit card software may permit consumers to add a gratuity to be paid to CONTRACTOR, and consumers can also pay a gratuity to CONTRACTOR in cash. CONTRACTOR shall retain 100% of any gratuity paid by the consumer, whether by cash or credit card. DOORDASH acknowledges it has no

right to interfere with the amount of gratuity given by the consumer to the CONTRACTOR.

3. For purchases that involve consumer payment via the DOORDASH platform, DOORDASH will process payments made by consumers and transmit applicable payment for the Contracted Services to CONTRACTOR. Payments for all Contracted Services completed in a given week, less the amount of cash payments that CONTRACTOR receives from cash-based Contracted Services they complete, will be transferred via direct deposit on no less than a weekly basis unless DOORDASH notifies CONTRACTOR otherwise in writing or CONTRACTOR opts to receive payments sooner via Fast Pay or the DasherDirect program.

4. DOORDASH offers CONTRACTOR the option to receive payments daily to a debit card via Fast Pay. For a fee of \$1.99 per transaction, DOORDASH will transfer these funds earlier than the scheduled weekly payout. By electing to use Fast Pay, CONTRACTOR agrees to be charged \$1.99 per transaction and bound by any and all conditions set forth [here \(https://help.doordash.com/dashers/s/article/What-is-Fastpay?language=en_US\)](https://help.doordash.com/dashers/s/article/What-is-Fastpay?language=en_US).

5. CONTRACTOR is responsible for verifying the accuracy of their bank account and/or debit card information to receive timely payments. DOORDASH is not responsible for lost or late payments due to incorrect routing and/or account information.

6. By agreeing to any separate contract with a third-party that will process payments owed under this Agreement to CONTRACTOR, CONTRACTOR agrees that DOORDASH shall discharge its payment obligations to CONTRACTOR by funding the amounts payable and directing the third-party processor to pay such funded amounts to CONTRACTOR. After DOORDASH funds and directs payment, any continuing refusal by the third-party processor to issue payment to CONTRACTOR shall be the responsibility of CONTRACTOR to resolve.

7. From time to time, DOORDASH may offer CONTRACTOR a cash-based Delivery Opportunity. The order subtotal and CONTRACTOR earnings from those Delivery Opportunities will be deducted from CONTRACTOR's earnings balance in the DOORDASH platform, and CONTRACTOR will keep the cash provided by the customer. CONTRACTOR is responsible for tracking, reporting, and paying appropriate taxes on all tips received from cash-based Delivery Opportunities.

8. Notwithstanding the terms of Section VI(1) - (3), fulfillment orders placed directly with restaurants or other businesses rather than through the platform or [doordash.com \(http://doordash.com/\)](http://doordash.com/) ("Fulfillment Orders") may be subject to a different payment model. More information regarding Fulfillment Orders may be found [here \(https://doordash.squarespace.com/doordash-drive/\)](https://doordash.squarespace.com/doordash-drive/). Nothing prevents the parties from negotiating a different rate of pay for a Fulfillment Order, and the CONTRACTOR is free to accept or reject Fulfillment Order opportunities. As with all Delivery Opportunities, CONTRACTOR shall retain 100% of any gratuity paid by the consumer for a Fulfillment Order. DoorDash's software may not always include an option to add gratuity for Fulfillment Orders; however, consumers can pay a gratuity to CONTRACTOR in cash.

9. From time to time, DOORDASH may offer various Dasher promotions or referral programs. CONTRACTOR agrees that they will not manipulate or abuse the referral programs or Dasher promotions by, among other things: (a) tampering with the location feature on their mobile phone; (b) collecting incentive or promotional pay when not eligible to receive such pay under relevant policies; or, (c) creating multiple Dasher or consumer accounts. CONTRACTOR understands that engaging in this type of manipulation or abuse constitutes a material breach of this Agreement and may lead to deactivation of their account.

VII. PAYMENT DISPUTES

1. *CONTRACTOR's Failure*: In the event there is a Service Failure, CONTRACTOR shall not be entitled to payment as described above (as determined in DOORDASH's reasonable discretion). Any withholding of payment shall be based upon proof provided by the consumer, restaurant or other business, CONTRACTOR, and any other party with information relevant to the dispute. DOORDASH shall make the initial determination as to whether a Service Failure was the result of CONTRACTOR's action/omission. CONTRACTOR shall have the right to challenge DOORDASH's determination through any legal means contemplated by this Agreement; however, CONTRACTOR shall notify DOORDASH in writing at www.doordash.com/help/ (<http://www.doordash.com/help/>) of the challenge and provide DOORDASH the opportunity to resolve the dispute. CONTRACTOR should include any documents or other information in support of their challenge.
2. *DOORDASH's Failure*: In the event DOORDASH fails to remit payment in a timely or accurate manner, except as provided in Section VI(5), CONTRACTOR shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should CONTRACTOR prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment, provided, however, CONTRACTOR shall first inform DOORDASH in writing at www.doordash.com/help/ (<http://www.doordash.com/help/>) of the failure and provide a reasonable opportunity to cure it.

VIII. EQUIPMENT AND EXPENSES

1. CONTRACTOR represents that they have or can lawfully acquire all equipment, including vehicles and food thermal bags ("Equipment") necessary for performing Contracted Services, and CONTRACTOR is solely responsible for ensuring that any vehicle used conforms to all vehicle laws pertaining to registration, safety, equipment, inspection, and operational capability.
2. CONTRACTOR agrees that they are responsible for all costs and expenses arising from CONTRACTOR's performance of Contracted Services, including, but not limited to, costs related to CONTRACTOR's Personnel (defined below) and Equipment. Except as otherwise required by law, CONTRACTOR assumes all risk of damage or loss to their Equipment.

IX. PERSONNEL

1. In order to perform any Contracted Services, CONTRACTOR must, for the safety of consumers on the DOORDASH platform, pass a background check administered by a third-party vendor, subject to CONTRACTOR's lawful consent. CONTRACTOR is not required to perform any Contracted Services personally, but may, to the extent permitted by law and subject to the terms of this Agreement, hire or engage others (as employees or subcontractors of CONTRACTOR) to perform all or some of the Contracted Services, provided any such employees or subcontractors meet all the requirements applicable to CONTRACTOR including, but not limited to, accepting the terms of this Agreement, separately completing the process to receive Delivery Opportunities, and being eligible to provide the Contracted Services in the geographic location. To the extent

CONTRACTOR furnishes their own employees or subcontractors (collectively "Personnel"), CONTRACTOR shall be solely responsible for the direction and control of the Personnel CONTRACTOR uses to perform all Contracted Services.

2. CONTRACTOR assumes full and sole responsibility for the payment of all amounts due to their Personnel for work performed in relation to this Agreement, including all wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes as to CONTRACTOR and all Personnel employed by CONTRACTOR in the performance of Contracted Services under this Agreement. DOORDASH is not an employer or joint employer of CONTRACTOR's Personnel, and shall have no responsibility for any wages, benefits, expenses, or other payments due CONTRACTOR's Personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to CONTRACTOR or their Personnel. Neither CONTRACTOR nor their Personnel shall receive any wages, including vacation pay or holiday pay, from DOORDASH, nor shall they participate in or receive any other benefits, if any, available to DOORDASH's employees.

3. Unless mandated by law, DOORDASH shall have no authority to withhold state or federal income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state or federal tax on behalf of CONTRACTOR or their Personnel.

4. CONTRACTOR and their Personnel shall not be required to wear a uniform or other clothing of any type bearing DOORDASH's name or logo.

5. If CONTRACTOR uses the services of any Personnel to perform the Contracted Services, CONTRACTOR's Personnel must satisfy and comply with all of the terms of this Agreement, which CONTRACTOR must make enforceable by written agreement between CONTRACTOR and such Personnel. A copy of such written agreement must be provided to DOORDASH at least 7 days in advance of such Personnel performing the Contracted Services, and CONTRACTOR must notify DOORDASH when their Personnel will be performing Contracted Services. The parties acknowledge that the sole purpose of this requirement is to ensure CONTRACTOR's compliance with the terms of this Agreement.

X. INSURANCE

1. CONTRACTOR agrees, as a condition of doing business with DOORDASH, that during the term of this Agreement, CONTRACTOR will maintain current insurance, in amounts and of types required by law to provide the Contracted Services and cover CONTRACTOR during performance of the Contracted Services, at their own expense. CONTRACTOR acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the termination of the Agreement and the loss of CONTRACTOR's right to receive Delivery Opportunities.

2. NOTIFICATION OF COVERAGE: CONTRACTOR agrees to deliver to DOORDASH, upon request, current certificates of insurance as proof of coverage. CONTRACTOR agrees to provide updated certificates each time CONTRACTOR purchases, renews, or alters CONTRACTOR's insurance coverage. CONTRACTOR agrees to give DOORDASH at least thirty (30) days' prior written notice before cancellation of any insurance policy required by this Agreement.

3. WORKERS' COMPENSATION/OCCUPATIONAL ACCIDENT INSURANCE: CONTRACTOR agrees that CONTRACTOR will maintain sufficient insurance to cover any risks or claims arising out of or related to CONTRACTOR'S relationship with DoorDash, including workers' compensation insurance where required by law. CONTRACTOR acknowledges and understands that CONTRACTOR will not be eligible for workers' compensation benefits through DOORDASH and is instead responsible for maintaining CONTRACTOR'S own workers' compensation insurance or occupational accident insurance. CONTRACTOR'S maintenance of CONTRACTOR'S own workers' compensation insurance or occupational accident insurance will not disqualify CONTRACTOR from participating in the Occupational Accident Insurance Policy for Dashers, which DOORDASH may make available to CONTRACTOR.

XI. INDEMNITY

1. DOORDASH agrees to indemnify, protect and hold harmless CONTRACTOR from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly from DOORDASH's actions offering and facilitating the Contracted Services to CONTRACTOR.
2. CONTRACTOR agrees to indemnify, protect and hold harmless DOORDASH, including all parent, subsidiary and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of CONTRACTOR and/or their Personnel arising from the performance of delivery services under this Agreement, including personal injury or death to any person (including to CONTRACTOR and/or their Personnel), as well as any liability arising from CONTRACTOR's failure to comply with the terms of this Agreement. CONTRACTOR's obligations hereunder shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by DOORDASH or its parent, subsidiary and/or affiliated companies.
3. CONTRACTOR agrees to indemnify, protect and hold harmless DOORDASH, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to CONTRACTOR and CONTRACTOR's Personnel.
4. CONTRACTOR shall be responsible for, indemnify and hold harmless DOORDASH, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from all costs of CONTRACTOR's business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

XII. MUTUAL ARBITRATION PROVISION

1. CONTRACTOR and DOORDASH mutually agree to this Mutual Arbitration Provision, which is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") and shall apply to any and all disputes arising out of or relating to this Agreement, including but not limited to CONTRACTOR's classification as an independent contractor, CONTRACTOR's provision of Contracted Services to consumers, restaurants, or other businesses, the payments received by CONTRACTOR for providing services to consumers, restaurants, or other businesses, the termination of this Agreement, and all other aspects of CONTRACTOR's relationship with DOORDASH, past, present or future, whether arising under federal, state or local statutory and/or common law, including without limitation harassment, discrimination or retaliation claims and claims arising under or related to the Civil Rights Act of 1964 (or its state or local equivalents), Americans With Disabilities Act (or its state or local equivalents), Age Discrimination in Employment Act (or its state or local equivalents), Family Medical Leave Act (or its state or local equivalents), Federal Credit Reporting Act (or its state or local equivalents), Telephone Consumer Protection Act (or its state or local equivalents), or Fair Labor Standards Act (or its state or local equivalents), state and local wage and hour laws, state and local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local claims arising out of or relating to CONTRACTOR's relationship or the termination of that relationship with DOORDASH. This Mutual Arbitration Agreement extends to disputes between CONTRACTOR and any DOORDASH affiliates, subsidiaries, successors, agents, and employees that arise out of or relate to this Agreement. This Mutual Arbitration Agreement does not apply to any claims that cannot be arbitrated under applicable law. To the extent the parties have both arbitrable and non-arbitrable disputes that are related, the arbitrable disputes shall proceed first in arbitration and the non-arbitrable disputes shall be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration. The parties expressly agree that this Agreement shall be governed by the FAA even in the event CONTRACTOR and/or DOORDASH are otherwise exempted from the FAA. Any disputes regarding the FAA's application shall be resolved exclusively by an arbitrator. If for any reason the FAA does not apply, the state law governing arbitration agreements in the state in which the CONTRACTOR operates shall apply.

2. CONTRACTOR and DOORDASH agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. CONTRACTOR and DOORDASH therefore agree that, before either CONTRACTOR or DOORDASH demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. For sake of clarification only, the informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, unless mutually agreed to by the parties. If CONTRACTOR is represented by counsel, CONTRACTOR's counsel may participate in the conference, but CONTRACTOR shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify DOORDASH that CONTRACTOR intends to initiate an informal dispute resolution conference, email Dasher.Informal.Resolution@doordash.com (<mailto:Dasher.Informal.Resolution@doordash.com>), providing CONTRACTOR's name, the telephone number associated with CONTRACTOR's Dasher account (if any), the

email address associated with CONTRACTOR's Dasher account, and a description of CONTRACTOR's claims. If DOORDASH intends to initiate an informal dispute resolution conference, DOORDASH shall do so by emailing the email address associated with CONTRACTOR's Dasher account, and providing a description of DOORDASH's claims. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

3. If, following the informal resolution process, either CONTRACTOR or DOORDASH wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, (3) a description of the remedy sought, (4) the amount in controversy, and (5) the personal signature of the party seeking arbitration. Any demand for arbitration by CONTRACTOR must be delivered to the counsel who represented DoorDash in the informal resolution process, or if there was no such counsel, then to General Counsel, 303 2nd Street, Suite 800, San Francisco, CA 94107.

4. Arbitration Class Action Waiver. CONTRACTOR and DOORDASH mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a class action, collective action and/or representative action—including but not limited to actions brought pursuant to the Private Attorney General Act ("PAGA"), California Labor Code section 2699 et seq., and any request seeking a public injunction—and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action, or to award relief to anyone but the individual in arbitration ("Arbitration Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the CPR Rules, as defined below, any claim that all or part of this Arbitration Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Arbitration Class Action Waiver is unenforceable, the class, collective and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Arbitration Class Action Waiver that is enforceable shall be enforced in arbitration. All other disputes with respect to whether this Mutual Arbitration Provision is unenforceable, unconscionable, applicable, valid, void or voidable, and all disputes regarding the payment of arbitrator or arbitration-organization fees including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court. For sake of clarification only, nothing in this paragraph shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

5. CONTRACTOR agrees and acknowledges that entering into this Mutual Arbitration Provision does not change CONTRACTOR's status as an independent contractor in fact and in law, that CONTRACTOR is not an employee of DOORDASH or its customers and that any disputes in this regard shall be subject to arbitration as provided in this Agreement.

6. Any arbitration shall be governed by the CPR Administered Arbitration Rules and, when applicable, the CPR Employment-Related Mass-Claims Protocol (together, the "CPR Rules") of the International Institute for Conflict Prevention & Resolution, except as follows:

- a. The arbitration shall be heard by one arbitrator (the "Arbitrator") selected in accordance with the CPR Rules. The Arbitrator shall be an attorney with experience in the law underlying the dispute.
- b. If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within 45 miles of CONTRACTOR's residence as of the effective date of this Agreement.
- c. The CPR fee schedule will apply with the following exceptions. Unless applicable law provides otherwise, in the event that DOORDASH and CONTRACTOR have agreed to this Mutual Arbitration Provision, DOORDASH and CONTRACTOR shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, but CONTRACTOR's share of such fees and costs will not exceed the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. DOORDASH shall pay any costs uniquely associated with arbitration, such as payment of the fees of the Arbitrator, as well as room rental.
- d. The Arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. For example, the Arbitrator shall apply the Apex Doctrine and preclude depositions of either party's current or former high-level officers absent a showing that the officer has unique, personal knowledge of discoverable information and less burdensome discovery methods have been exhausted.
- e. Except as provided in the Arbitration Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the applicable state or federal substantive law, or both, as is applicable.
- f. The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.
- g. The Arbitrator's decision or award shall be in writing and shall include findings of fact and conclusions of law.
- h. The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Subject to the discretion of the Arbitrator or agreement of the parties, any person having a direct interest in the arbitration may attend the arbitration hearing. The Arbitrator may exclude any non-party from any part of the hearing.
- i. Either CONTRACTOR or DOORDASH may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual.

7. Nothing in this Mutual Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or

charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. DOORDASH will not retaliate against CONTRACTOR for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act. Disputes between the parties that may not be subject to predispute arbitration agreement, including as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Mutual Arbitration Provision.

8. The CPR Rules may be found at www.cpradr.org (<http://www.cpradr.org/>) or by searching for "CPR Administered Arbitration Rules" and "CPR Employment-Related Mass-Claims Protocol" using a service such as www.google.com (<http://www.google.com/>) or www.bing.com (<http://www.bing.com/>) or by asking DOORDASH's General Counsel to provide a copy (by submitting a written request to General Counsel, 303 2nd Street, Suite 800, San Francisco, CA, 94107).

9. New CONTRACTOR's Right to Opt Out of Mutual Arbitration Provision. Arbitration is not a mandatory condition of CONTRACTOR's contractual relationship with DOORDASH, and therefore each new CONTRACTOR may submit a statement notifying DOORDASH that CONTRACTOR wishes to opt out and not be subject to this MUTUAL ARBITRATION PROVISION. Existing CONTRACTORS who have agreed to a prior version of this Agreement with DOORDASH without opting out of the Mutual Arbitration Provision contained therein do not have an opportunity to opt out of this Mutual Arbitration Provision. DOORDASH will continue to honor the valid opt outs of existing CONTRACTORS who validly opted out of the Mutual Arbitration Provision in a prior version of the Agreement. In order to opt out, a new CONTRACTOR must notify DOORDASH in writing of CONTRACTOR's intention to opt out by sending a letter, by First Class Mail, to General Counsel, 303 2nd Street, South Tower, Suite 800, San Francisco, CA 94107. Any attempt to opt out by email will be ineffective. The letter must state CONTRACTOR's intention to opt out. In order to be effective, CONTRACTOR's opt out letter must be postmarked within 30 days of the effective date of this Agreement. The letter must be signed by CONTRACTOR themselves, and not by any agent or representative of CONTRACTOR. The letter may opt out, at most, only one CONTRACTOR, and letters that purport to opt out multiple CONTRACTORS will not be effective as to any. No CONTRACTOR (or their agent or representative) may effectuate an opt out on behalf of other CONTRACTORS. If CONTRACTOR opts out as provided in this paragraph, CONTRACTOR will not be subject to any adverse action from DOORDASH as a consequence of that decision and they may pursue available legal remedies without regard to this Mutual Arbitration Provision. If CONTRACTOR does not opt out within 30 days of the effective date of this Agreement, CONTRACTOR and DOORDASH shall be deemed to have agreed to this Mutual Arbitration Provision. CONTRACTOR has the right to consult with counsel of CONTRACTOR's choice concerning this Mutual Arbitration Provision (or any other provision of this Agreement).

10. Except as specified in the prior paragraph, this Mutual Arbitration Provision supersedes any and all prior arbitration agreements between CONTRACTOR and DOORDASH and is the full and complete agreement relating to the formal resolution of disputes covered by this Mutual Arbitration Provision. In the event any

portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. The award issued by the Arbitrator may be entered in any court of competent jurisdiction.

XIII. LITIGATION CLASS ACTION WAIVER

1. To the extent allowed by applicable law, separate and apart from the Mutual Arbitration Provision found in Section XII, CONTRACTOR agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because CONTRACTOR opted out of the Mutual Arbitration Provision or any other reason, will be conducted solely on an individual basis, and CONTRACTOR agrees not to seek to have any controversy, claim or dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which CONTRACTOR acts or proposes to act in a representative capacity ("Litigation Class Action Waiver"). CONTRACTOR further agrees that no proceeding will be joined, consolidated, or combined with another proceeding, without the prior written consent of all parties to any such proceeding. If a court of competent jurisdiction determines that all or part of this Litigation Class Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect.

XIV. PROPRIETARY RIGHTS AND LICENSES

1. All copyright, database rights, trademarks (whether registered or unregistered), design rights (whether registered or unregistered), patent applications, patents, and other intellectual property rights of any nature in the DOORDASH platform together with the underlying software code and any and all rights in, or derived from the DOORDASH platform are proprietary and owned either directly by DOORDASH or by DOORDASH's licensors and are protected by applicable intellectual property and other laws. CONTRACTOR agrees that they will not use such proprietary information, materials, or intellectual property rights in any way whatsoever except for by use of the DOORDASH platform to perform the Contracted Service in compliance with the terms of this Agreement. No portion of the DOORDASH platform may be reproduced in any form or by any means, except as expressly permitted in the terms of this Agreement. CONTRACTOR agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the DOORDASH platform or any intellectual property rights therein in any manner, and CONTRACTOR shall not exploit the DOORDASH platform or any intellectual property rights therein in any unauthorized way whatsoever.

2. DOORDASH hereby grants CONTRACTOR a non-exclusive, non-transferable, non-sublicensable, revocable license to use the DOORDASH platform solely for their lawful use to perform the Contracted Services in accordance with these terms of this Agreement. DOORDASH retains all rights, title, and interest in and to the DOORDASH platform and its other intellectual property rights therein. Any such license shall terminate upon termination of this Agreement.

3. CONTRACTOR acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information (“Submissions”) provided by CONTRACTOR to DOORDASH regarding the DOORDASH platform are provided freely and shall become the sole property of DOORDASH. DOORDASH shall own exclusive rights of such Submissions, including all intellectual property rights therein, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to CONTRACTOR.

XV. LEGAL PROCESSES AFFECTING DASHER ACCOUNTS

1. If legal action such as a garnishment, levy or other state or federal legal process (“Legal Process”) is brought against CONTRACTOR’S Dasher account, DOORDASH will not contest on CONTRACTOR’S behalf any such Legal Process and may take action to comply with such Legal Process as DOORDASH determines to be appropriate in the circumstances without liability to CONTRACTOR. CONTRACTOR agrees that DOORDASH may honor Legal Process that is served personally, by mail, email or facsimile transmission at any DOORDASH facility or at the office of any agent authorized by appointment or by law to receive service on behalf of DOORDASH, even if such service is insufficient under law.

2. If Legal Process is brought against CONTRACTOR’S Dasher account, DOORDASH may prohibit CONTRACTOR from utilizing payment options other than weekly direct deposits (i.e., prohibiting use of Fast Pay, DasherDirect or other payment alternatives that DOORDASH may offer to CONTRACTOR). CONTRACTOR shall be liable to DOORDASH for any amounts received by CONTRACTOR through payment options other than weekly direct deposit that otherwise would have been withheld pursuant to such Legal Process, and DOORDASH may recoup or offset such amounts from any obligation owed by DOORDASH to CONTRACTOR.

3. CONTRACTOR acknowledges that Legal Process against CONTRACTOR’S Dasher account may result in delays in payments to CONTRACTOR. DOORDASH shall not be liable to CONTRACTOR on account of any losses resulting from such delay.

XVI. TERMINATION OF AGREEMENT

1. CONTRACTOR may terminate this Agreement upon seven (7) days written notice. DOORDASH may terminate this Agreement and deactivate CONTRACTOR’S Dasher account only for the reasons set forth in the DOORDASH Deactivation Policy, (<https://help.doordash.com/dashers/s/deactivation-policy-us>), which CONTRACTOR expressly agrees to, or for a material breach of this Agreement. Notwithstanding the foregoing, DOORDASH reserves the right to temporarily remove access to the DOORDASH platform for the purposes of timely investigation where fraud or abuse is suspected, including circumvention of compliance with Legal Process, or when deemed necessary to protect the safety and security of DOORDASH users.

2. Notwithstanding any other provision in this Agreement, DOORDASH reserves the right to modify the Deactivation Policy if, in DOORDASH’S good faith and reasonable discretion, it is necessary to do so for the safe and/or effective operation of the DOORDASH platform. DOORDASH shall provide notice of any such changes

to CONTRACTOR via email. Changes to the Deactivation Policy shall be effective and binding on the parties upon CONTRACTOR's continued use of the DOORDASH platform following DOORDASH's email notice of such modifications. Nothing will prevent CONTRACTOR from attempting to negotiate an exemption from any modification to the Deactivation Policy.

3. CONTRACTOR's and DOORDASH's obligations and rights arising under the Mutual Arbitration Provision of this Agreement shall survive termination of this Agreement. Notwithstanding any other provision in this Agreement, the Deactivation Policy is subject to change; such changes shall be effective and binding on the parties upon DOORDASH'S provision of notice to CONTRACTOR via email.

XVII. MODIFICATION

1. DOORDASH may modify this Agreement at any time. When DOORDASH makes material changes to this Agreement, it will post the revised Agreement on the DOORDASH Platform and update the "Last Updated" date at the top of the Agreement. DOORDASH will also provide CONTRACTOR with notice of any material changes before the date the revised Agreement becomes effective. If CONTRACTOR disagrees with the revised Agreement, CONTRACTOR may terminate the Agreement immediately as provided herein. If CONTRACTOR does not terminate the Agreement before the date the revised Agreement becomes effective, CONTRACTOR's continued access to or use of the DOORDASH platform will constitute acceptance of the revised Agreement. DOORDASH may modify information on any website hyperlinked from this Agreement from time to time, and such modifications shall be effective upon posting. Continued use of the DOORDASH platform after any such changes shall constitute CONTRACTOR's consent to such changes.

XVIII. ENTIRE AGREEMENT, TRANSFERABILITY, AND WAIVER

1. This Agreement shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties, or unless DOORDASH modifies the Agreement pursuant to Section XVII. Before accepting any modifications, alterations, changes or amendments, CONTRACTOR shall have the right to discuss any proposed changes with DOORDASH and consider whether to continue their contractual relationship with DOORDASH. This Agreement supersedes any prior contract between the parties. To the extent DOORDASH's consumer facing Terms and Conditions Agreement (or updated consumer facing Terms and Conditions Agreement, if applicable) is inconsistent or conflicts with this Agreement, this Agreement controls. However, the decision to opt-out of the Mutual Arbitration Provision in this Agreement does not affect the enforceability of any arbitration agreement in the consumer facing Terms and Conditions Agreement to which CONTRACTOR may be bound (and vice versa). This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties hereto, including their heirs and successors, provided, however, that DOORDASH may assign its rights and obligations under this Agreement to an affiliate of DOORDASH or any successor(s) to its business and/or purchaser of substantially all of its stock or assets. References in this Agreement to DOORDASH shall be deemed to include such successor(s).

2. The failure of DOORDASH or CONTRACTOR in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

XIX. THIRD PARTY SERVICES

1. From time to time, DOORDASH may enable CONTRACTOR to receive services from other third parties while using the DOORDASH platform. CONTRACTOR understands that these services are subject to the terms and conditions of each third-party provider. CONTRACTOR agrees that DOORDASH is not responsible and may not be held liable for these services or the actions or omissions of any third-party provider.

2. ADT Services: This Agreement incorporates by reference the ADT Services Agreement (<https://www.adt.com/about-adt/legal/adt-services-agreement>). By using the services in the SafeDash Toolkit on the DOORDASH platform, CONTRACTOR agrees that ADT's terms of service will apply to this usage. CONTRACTOR further agrees that in the event of a conflict in the terms of the ADT Services Agreement and this Agreement, the terms of this Agreement shall control with respect to DOORDASH and CONTRACTOR's agreements with DOORDASH herein. The dispute resolution and arbitration agreement provisions in Section XII above shall apply instead of any terms in the ADT Services Agreement for all purposes except with respect to claims that are solely against ADT.

3. Google Maps: As a CONTRACTOR, while using the DOORDASH platform CONTRACTOR may be able to use Google Maps in-app navigation services while performing Contracted Services. If CONTRACTOR does so, CONTRACTOR agree that Google may collect CONTRACTOR's location data when the DOORDASH platform is running in order to provide and improve Google's services, that such data may also be shared with DOORDASH in order to improve its operations, and that Google's terms (https://www.google.com/help/terms_maps.html) and privacy policy (https://www.google.com/intl/en_gl/policies/privacy/) will apply to this usage. CONTRACTOR can also use any other navigation app outside the DOORDASH platform or none at all.

XX. E-SIGN CONSENT AGREEMENT

This DoorDash E-Sign Consent Agreement ("E-Sign Agreement") allows us to provide you with electronic versions of notices, disclosures and other communications in connection with the services we offer and agreements we enter into with you. In this E-Sign Agreement, the words "you" and "your" mean any person giving consent to our use of electronic Disclosures and signatures as described below. The words "DoorDash," "we," "us," and "our," mean DoorDash, Inc. its affiliates, successors, assigns, and any designated third-party service providers acting on their behalf.

1. Scope of E-Sign Agreement

This E-Sign Agreement applies to all agreements, policies, terms, notices, authorizations, receipts, confirmations, statements, account histories, disclosures and any other communication (each, a “Disclosure”) that we are required by law to provide to you in connection with any products, services, transactions, or agreements we offer or enter into with you now or in the future (collectively, the “Services”).

2. Consent to Receive Disclosures Electronically

By consenting to this E-Sign Agreement, you agree to the following:

- DoorDash may provide any or all Disclosures to you electronically in any manner, including, but not limited to, via our website, any DoorDash app, a hyperlink provided on the DoorDash website or app, a push notification, an email to the email address you provided to us, or a text message to the mobile telephone number you provided to us.
- DoorDash may, but is not required to, notify you via email, text message or push notification when a Disclosure is available. The Disclosures will be provided to you in a format that can either be retained, printed or downloaded for your records.
- Your electronic signature has the same effect as if you signed in ink.
- Disclosures we provide to you electronically will have the same meaning and effect as if provided in paper form, regardless of whether you actually view those Disclosures.
- DoorDash reserves the right to decide whether to provide a Disclosure electronically and whether to request your electronic signature for any Disclosure.
- You have reviewed this E-Sign Agreement and verified that you can print or save a copy of it with your records.

3. System Requirements

You acknowledge and agree that, in order to view and/or retain copies of the Disclosures, you will need the following hardware and software:

- A personal computer or other access device (such as a mobile phone) that is capable of accessing the internet (e.g., you must have a modem and available phone line, a cable internet connection or some other means of access to the internet, and you must have an active account with an internet service provider). Your access to this page verifies that your system meets these requirements.
- You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 9, Mozilla Firefox 21, Google Chrome 27+, or Safari on Mac OS X 10.8 and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.
- A current version of a PDF reader.
- An active email address.

We will notify you if our hardware or software requirements change and whether any change creates a material risk that you would not be able to access or retain your electronic Disclosures. By continuing to use the Services after receiving any notice of a hardware or software requirements change you are reaffirming your consent to electronic Disclosures.

4. Revocation of Electronic Consent

You may revoke your consent to the use of electronic Disclosures by emailing DoorDash at privacy@doordash.com (<mailto:privacy@doordash.com>). The legal effectiveness, validity and/or enforceability of electronic Disclosures we sent before your consent is effective and will not be affected by your revocation. If you revoke your consent, DoorDash may close or limit access to your DoorDash account and any or all Services.

5. Paper Copies

You agree that DoorDash may modify or change the methods of issuing Disclosures as described herein, and that DoorDash may send you Disclosures in paper form at its option. You can obtain a paper copy of an electronic Disclosure at no charge if you request one within a reasonable time after we first provided the electronic Disclosure to you. To request a paper copy of a Disclosure, contact Customer Support at 855-431-0459.

6. Updating Your Information

It is your responsibility to provide DoorDash with a true and accurate primary email address, phone number, and other contact information. You also agree that it is your responsibility to notify DoorDash of any changes to your primary email address, phone number, or any other contact information so that DoorDash can communicate with you electronically. To update your information, contact Customer Support at 855-431-0459.

7. Acceptance

By accepting this E-Sign Agreement, you agree that you have read and consent to the terms set forth herein. In doing so, you are also confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic Disclosures. If you do not provide your consent to this E-Sign Agreement, we may immediately close or limit access to your DoorDash account and any or all Services.

XXI. MISCELLANEOUS

1. CAPTIONS SECTION HEADINGS: Captions and section headings appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.
2. SEVERABILITY Clause: Except as specifically provided in Section XII, if any part of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

3. GOVERNING LAW: Except for the Mutual Arbitration Provision in Section XII above, which is governed by the Federal Arbitration Act, the choice of law for interpretation of this Agreement, and the right of the parties hereunder, as well as substantive interpretation of claims asserted pursuant to Section XII, shall be the rules of law of the state in which CONTRACTOR performs the majority of the services covered by this Agreement.

4. NOTICE AND OPPORTUNITY TO CURE: CONTRACTOR agrees to notify DOORDASH in writing at <https://www.doordash.com/help/> (<https://www.doordash.com/help/>) of any breach or perceived breach of this Agreement, of any claim arising out of or related to this Agreement, or of any claim that CONTRACTOR's services or scope of work differ in any way from what is contemplated in this Agreement, including but not limited to the terms in Sections II (Contractor's Operations) and III (Contracted Services), or if the relationship of the parties differs from the terms contemplated in Section V (Relationship of Parties).

Not a DoorDash Dasher? Check out your help site below!