

# Payments Terms of Use

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Effective from March 14, 2023 for sellers who accept these Payments Terms of Use during new seller registration or otherwise on or after that date; effective from May 14, 2023 for all other sellers.

## Introduction

These Payments Terms of Use (“**Payments Terms of Use**”) set out the terms on which the eBay Payment Entities set forth below offer you Payment Services (as defined below in Part I, Section 1) in relation to your use of the eBay Services. Your use of the eBay Services will continue to be governed by the [User Agreement](#) applicable to you. Capitalized terms used, but not defined, in these Payments Terms of Use have the same meaning as set forth in the [User Agreement](#). The applicable User Agreement, related eBay policies, or other agreements between you and us (for example, a billing agreement) may include provisions regarding your use of the eBay Services without Managed Payments (as defined below) which may conflict with these Payments Terms of Use. You understand that, with respect to our Payment Services, these Payments Terms of Use supersede any and all such conflicting provisions. You agree to comply with these Payments Terms of Use when accessing or using our Payment Services.

These Payments Terms of Use are between you and the applicable eBay Payment Entities, as set forth below. If you have international sales, you may receive Payment Services from one or more eBay Payment Entities, as described in Part I, Section 2 below. In addition to the General Payments Terms (Part I of these Payments Terms of Use), each eBay Payment Entity has Additional Payments Terms (Parts II, III, IV, V and VI of these Payments Terms of Use) that apply to the Payment Services such entity provides. eBay Inc. and the companies it directly or indirectly controls, is controlled by, or is under common control with, are referred to as our “**Affiliates**.” The eBay Payment Entities are Affiliates of eBay Inc.

eBay Payment Entity	Contact Information
<p><b>eBay Commerce Inc. (“eCI”)</b> 2065 Hamilton Avenue San Jose, CA 95126</p> <p>Part II (“Additional Terms for Services Provided by eCI”) of these Payments Terms of Use contains an <b>Agreement to Arbitrate</b> which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Part II, Section 4 (“Legal Disputes”), Subsection B (“Agreement to Arbitrate”)). If you do not opt out: (1) you will only be permitted to pursue claims against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.</p>	<p>English: <a href="https://www.ebay.com/help/home">https://www.ebay.com/help/home</a></p> <p>Chinese: <a href="https://ocsnext.ebay.com.hk/ocs/home">https://ocsnext.ebay.com.hk/ocs/home</a></p>
<p><b>eBay S.à.r.l. (“eBay Sarl”)</b> 22-24, Boulevard Royal L-2449 Luxembourg RCS registration number: B164557 VAT-ID LU26188648</p> <p>eBay Sarl is authorized in Luxembourg as a payments institution and subject to the supervision of the Commission de Surveillance du Secteur Financier (CSSF), 283 route d’Arlon, 1150 Luxembourg, (license no. 33/19). You can check eBay Sarl’s</p>	<p>Germany: <a href="https://www.ebay.de/help/home">https://www.ebay.de/help/home</a></p> <p>France: <a href="https://www.ebay.fr/help/home">https://www.ebay.fr/help/home</a></p> <p>Italy: <a href="https://www.ebay.it/help/home">https://www.ebay.it/help/home</a></p>

## eBay Payment Entity

registration details by visiting the CSSF's website at <http://www.cssf.lu/en/>.

## Contact Information

Spain: <https://www.ebay.es/help/home>

Austria: <https://ocsnext.ebay.at/ocs/home>

Ireland: <https://ocsnext.ebay.ie/ocs/home>

Switzerland:  
<https://ocsnext.ebay.ch/ocs/home>

Belgium (French):  
<https://ocsnext.befr.ebay.be/ocs/home>

Belgium (Dutch):  
<https://ocsnext.benl.ebay.be/ocs/home>

Netherlands:  
<https://ocsnext.ebay.nl/ocs/home>

Poland: <https://ocsnext.ebay.pl/ocs/home>

## eBay Commerce Canada Ltd. ("ECCA")

44 Chipman Hill  
Suite 1000  
Saint John NB E2L 2A9

English: <https://www.ebay.ca/help/home>

French: <https://www.cafr.ebay.ca/help/home>

## eBay Commerce Australia Pty Ltd ("ECA")

Level 18  
1 York Street  
Sydney NSW 2000  
Australia

ECA is registered as a remittance service provider with, and is subject to the supervision of, the Australian Transaction Reports and Analysis Centre ("AUSTRAC"), PO Box 5516, West Chatswood NSW 1515. You can check ECA's registration by visiting AUSTRAC's website at <https://online.austrac.gov.au/ao/public/rsregister.seam>.

<https://www.ebay.com.au/help/home>

## eBay Commerce UK Ltd ("ECUK")

1 More London Place,  
London, SE1, 2AF, United Kingdom

ECUK is authorized in the UK as a payment institution and regulated by the Financial Conduct Authority ("FCA"), with firm reference number 925354. You can check ECUK's registration details by visiting the FCA's website <https://register.fca.org.uk>

<https://www.ebay.co.uk/help/home>

## I. GENERAL PAYMENT TERMS

This Part I of the Payments Terms of Use applies to all Payment Services you receive from the eBay Payment Entities (also collectively referred to as "we" or "us" in this Part).

### 1. About Payments on the eBay Services

You agree to have the eBay Payment Entities receive or execute payments on your behalf in relation to your use of the eBay Services, and manage settlement of related payments to you (referred to as "Managed Payments," "Payment Services," or similar names).

Buyers may pay for your items using payment methods such as the following, the availability of which may vary:

- Certain credit or debit cards (VISA, MasterCard, American Express, and Discover),
- PayPal,
- Google Pay,
- Apple Pay,
- Direct debit,
- "Pay Later" payment methods, otherwise known in some areas as payment via installments, or "direct debit upon invoice" or "payment upon invoice," or "Buy Now Pay Later",
- eBay coupons, gift cards, etc. (if applicable), or
- Funds held in a stored value account issued under eBay's Balance Terms and Conditions (currently only available to selected sellers residing or established in the United States).

We may modify the scope of payment methods available at our sole discretion.

The underlying contract for the buyer's purchase of "items" (which may refer to goods and/or services) from you is directly concluded between you and the buyer.

After a Managed Payments transaction occurs, you will receive a notification confirming such payment transaction. We will initiate settlement of proceeds received to your Linked Financial Account (as defined below in Part I, Section 4 "Seller Onboarding"). You can access the status of your Managed Payments transactions, including

settlements and other payment information, under the Payments tab in the [Seller Hub](#), which will be available to you when you successfully onboard to Managed Payments. If a payment is made to you in error, or if you receive funds that you are not otherwise entitled to receive at the time of disbursement, we have the right to recoup such amounts from you.

## 2. International Sales

Because multiple eBay Payment Entities provide Payment Services, you may receive Payment Services from more than one eBay Payment Entity, as follows:

- If you receive Payment Services from an eBay Payment Entity, such entity is appointed to process transactions and manage the settlement of funds related to your sales.
- Each eBay Payment Entity is appointed to manage payments for sales on one or more sites, as set forth in the table below (“**Responsible Payment Entity**”). The site on which you list your item will determine the Responsible Payment Entity for a given sale. For example, ECA would be the Responsible Payment Entity if you sell an item that you listed on ebay.com.au.
- Your “**Payout Entity**” is the eBay Payment Entity associated with the country in which you reside or are established as a business. Your Payout Entity is assigned to you as illustrated in the table below, unless you and we otherwise agree. You will receive all disbursements to your Linked Financial Account from this entity, regardless of where you list your items.
- If you sell an item listed on an eBay site whose Responsible Payment Entity is also your Payout Entity, your Payout Entity will process the sale and settle the corresponding funds to your Linked Financial Account. For example, if your Payout Entity is ECCA, your funds awaiting payout from sales on ebay.ca will be processed and settled to your Linked Financial Account by ECCA.
- If you sell an item listed on an eBay site whose Responsible Payment Entity differs from your Payout Entity, the Responsible Payment Entity will process the sale and transfer the corresponding funds to your Payout Entity, which will receive the funds on your behalf and in turn disburse them to your Linked Financial Account. For example, if your Payout Entity is eCI and you reside in an “Additional Country” (as such term is defined in the chart below), your funds awaiting payout from sales on ebay.de will be managed by eBay Sarl and settled to eCI. eCI will then disburse the funds to your Linked Financial Account.

The following table illustrates these distinctions:

eBay Payment Entity	Responsible Payment Entity for Sales of Items Listed on	Payout Entity for Sellers Residing or Established in	Additional Payments Terms
eCI	ebay.com	the United States (all references herein to the “United States” shall include its territories) and all other countries (together, the “Additional Countries”) that are not included among the countries associated with an eBay Payment Entity below.	<a href="#">II. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Inc.</a>
eBay Sarl	All European Economic Area (“EEA”) eBay sites (including ebay.de, ebay.ie, ebay.fr, ebay.it, ebay.es, ebay.at, ebay.nl, ebay.be, befr.ebay.be, benl.ebay.be, ebay.pl etc.) and ebay.ch	EEA countries (except Iceland), the United Kingdom*, or Switzerland	<a href="#">III. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay S.à.r.l.</a>
ECCA	ebay.ca cafr.ebay.ca	Canada	<a href="#">IV. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Canada Ltd.</a>
ECA	ebay.com.au	Australia	<a href="#">V. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Australia Pty Ltd.</a>
ECUK	ebay.co.uk	United Kingdom, Jersey, Guernsey, Gibraltar (references made herein to the “United Kingdom” are deemed to also include Jersey, Guernsey or Gibraltar for the purposes of these Payment Terms of Use)*	<a href="#">VI. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce UK Ltd.</a>

\*If you reside or are established in the United Kingdom, ECUK is replacing eBay Sarl as your Payout Entity. For most sellers this change is effective June 1, 2023. As of this date, your funds will be disbursed to your Linked Financial Account by ECUK, instead of eBay Sarl. To ensure a smooth migration, the change date may vary for some sellers. We will notify any such sellers via email with two (2) months prior notice about their alternative change date. If you do not hear from us, June 1, 2023 is your applicable change date.

If you reside outside the EEA (except Iceland), the United Kingdom, and Switzerland, the performance of any Payment Services provided to you by eBay Sarl and/or ECUK is deemed suspended until an item you listed on a EEA, UK, or Swiss eBay site is sold.

### Payout Currency

Your “**Payout Currency**” is the currency that we will use for settling your transaction proceeds to your Linked Financial Account. We will generally determine your Payout Currency as follows, unless you and we agree otherwise:

- If you are a seller residing or established in the United States, your Payout Currency is the US Dollar.
- If you are a seller residing or established in an EEA country (except Iceland), your Payout Currency will be the Euro.
- If you are a seller residing or established in the United Kingdom, Switzerland, Liechtenstein, or Australia, your Payout Currency will be based on your country of residence.
- If you are a seller residing or established in Canada, your Payout Currency will be the Canadian Dollar or, if offered by us and selected by you, the US Dollar.
- If you are a seller residing or established in an Additional Country, then your Payout Currency is the US Dollar, or such other currency as we may offer and you may select as determined by your country of residence.

We may enable further Payout Currencies at our sole discretion in the future. Where offered by us and agreed upon by you and your buyer, your buyer may pay for an item you sell with currency other than your Payout Currency. When this happens, the paid amount will be converted into your Payout Currency prior to disbursement of the funds to you, using the applicable transaction exchange rate and assessing the currency conversion charge as indicated on our Fee Page described in Section 3 (“Seller Payment Fees”) below. Similarly, your receipt of eBay Services from Affiliates may cause you to incur fees which are published in a currency other than your Payout Currency; if this happens, we may convert such fees into your Payout Currency in the same manner as described in the prior sentence.

Further, if you live in an Additional Country, the financial institution you opened your Linked Financial Account with may charge you a separate fee for converting your funds from the US Dollar to your local currency.

### 3. Seller Payment Fees

The fees and expenses which we charge in relation to your use of Managed Payments are, unless otherwise communicated to you, set forth in the applicable fee page linked in the tables below based on the country that you reside or are established in ("Fee Page"). For instance, if you reside in Australia and do not have an eBay store, clicking on the "Australia" link in the "Sellers in \_\_\_ without eBay Stores" column will take you to your applicable Managed Payments fee page; in contrast, if you reside in Australia and have an eBay store, you should click on the "Australia" link in the "eBay Store Sellers in" column. Such fees and expenses are subject to change, as set forth in the applicable User Agreement. For instance, if the Australian User Agreement is applicable, we may change our seller fees from time to time by posting the changes on the Australian eBay site 30 days in advance, but with no advance notice required for temporary promotions, new services, or any changes that result in the reduction of fees.

Sellers in ____ without eBay Stores	eBay Store Sellers in
<a href="#">Australia</a>	<a href="#">Australia</a>
<a href="#">Canada (English); Canada (French)</a>	<a href="#">Canada (English); Canada (French)</a>
<a href="#">United States</a>	<a href="#">United States</a>

Private, Individual, or Non-Professional Sellers in	Business or Professional Sellers in
<a href="#">Austria</a>	<a href="#">Austria</a>
<a href="#">Belgium (Dutch); Belgium (French)</a>	<a href="#">Belgium (Dutch); Belgium (French)</a>
<a href="#">China (Mainland)</a>	<a href="#">China (Mainland)</a>
<a href="#">France</a>	<a href="#">France</a>
<a href="#">Germany</a>	<a href="#">Germany</a>
<a href="#">Hong Kong</a>	<a href="#">Hong Kong</a>
<a href="#">Ireland</a>	<a href="#">Ireland</a>
<a href="#">Italy</a>	<a href="#">Italy</a>
<a href="#">Macau</a>	<a href="#">Macau</a>
<a href="#">Netherlands</a>	<a href="#">Netherlands</a>
<a href="#">Poland</a>	<a href="#">Poland</a>
<a href="#">Spain</a>	<a href="#">Spain</a>
<a href="#">Switzerland</a>	<a href="#">Switzerland</a>
<a href="#">Taiwan</a>	<a href="#">Taiwan</a>
<a href="#">United Kingdom</a>	<a href="#">United Kingdom</a>
<a href="#">Additional Countries and EEA Countries Not Identified Above</a>	<a href="#">Additional Countries and EEA Countries Not Identified Above</a>

In some circumstances, you might be eligible for a credit of certain fees you paid, as described on the [Fee Credits page](#).

### 4. Seller Onboarding

In order to use our services, you must register and accept these Payments Terms of Use. If you reside in the EEA, the United Kingdom, or Switzerland, your submission of your Managed Payments online registration application constitutes your offer to conclude this agreement. If your onboarding is not immediately confirmed, you will receive notification that you have been approved to receive services once we have reviewed your information.

To use Managed Payments, you must:

- Link a financial account, so you may receive settlements of proceeds from Managed Payments to this account ("**Linked Financial Account**"). If you reside in the United States, Canada, the United Kingdom or Australia, your Linked Financial Account must be a bank account based in your country of residence. If you reside in a country within the EEA (except Iceland), you may provide a bank account located in any EEA member state (except Iceland), as your Linked Financial Account. If you reside in Switzerland or Liechtenstein, you must provide a bank account located in Switzerland or Liechtenstein as your Linked Financial Account. If you reside in an Additional Country, we may require you to create a Linked Financial Account with a specific non-bank third-party financial institution to receive payouts. Depending on the Additional Country that you reside in, we may also offer you the option to use a bank account located in the Additional Country as a Linked Financial Account. If we cannot make direct debits from your Linked Financial Account for Owed Amounts (as defined in Section 9), we require you to keep another payment method on file with us and we may withhold payouts to your Linked Financial Account until you have successfully provided us with such other payment method.
- At this time, you may only use our Payment Services to receive disbursements to a Linked Financial Account. You may change your Linked Financial Account at any time as permitted by us. Payouts will be made to your Linked Financial Account subject to (i) your completion of the Linked Financial Account verification process, and (ii) the completion of our assessment for security and risk purposes and under our anti-money laundering and other legal obligations. Our assessment typically takes up to two (2) days after your completion of the verification process, or longer if any issues or irregularities arise in which case we will complete our assessment without undue delay. If you reside in an Additional Country and we offer you the option to receive payouts to more than one Linked Financial Account, we will allocate your payouts among your Linked Financial Accounts in conformity with your instructions. By adding a Linked Financial Account to your eBay account, you represent and warrant that you are the lawful owner of, or have the lawful right to use, any Linked Financial Account you associate with your account. In certain circumstances, we may permit you to direct payouts to a Linked Financial Account owned or controlled by your legal representative. If you elect to receive payouts to a Linked Financial Account owned or controlled by a legal representative, you represent and warrant that the legal representative has the authority to receive payouts on your behalf, and you fully release us from any and all liability for losses you may sustain arising from disbursements made by us to the legal representative under these Payments Terms of Use.
- Provide us with all information which we may require for purposes that include: verifying your identity, complying with applicable laws and regulations such as anti-money laundering and sanctions screening obligations, allowing us to manage settlements of your transaction proceeds, and assessing fraud and risk. If you are an individual, this information may include, without limitation, your full name, address, phone number, date of birth, taxpayer identification number, bank account information, and a form of government-issued identification (e.g., a copy of your identity card or driver's license). If you are a business, this information may include, without limitation, your full business name, address, phone number, entity type, bank account information, tax identification number, and business number, in addition to details regarding your beneficial owner(s), director(s), officer(s), authorized representative, legal representative, and/or primary contact, such as name, contact information, nationality, title,

and government-issued identification (such as a United States Social Security Number). You understand that we will be unable to settle your proceeds or issue you any tax documents (such as a United States Internal Revenue Service Form 1099-K) if you do not provide or appropriately update us with accurate contact information and other requested data.

- Provide us with all information necessary to authenticate you or your payment transactions, which may include validation of your phone number or email. You understand that we may be unable to execute certain transactions or complete certain requests without this information.
- Timely maintain the accuracy of the information we have on file, and consent to our periodical updating of such stored information based on information provided by you, your bank, or other payments services providers. You will only provide us information about payment or settlement methods that you are authorized to use. You understand that if you update information such as your country of residency, you may need to repeat some or all of the onboarding steps described above to continue using Payment Services.
- Comply with all, and not cause a third party to violate any, applicable laws, regulations, rules, and terms and conditions in connection with your use of the eBay Services. You understand that some third parties (such as banks, credit and debit card issuers, credit and debit card networks, and payments services providers) may have their own terms and conditions for the payment or settlement methods you or buyers choose to use in connection with payments that we manage, such as terms and conditions that relate to the settlement of funds, chargebacks, prohibited items, and overdrafts. Failure to abide by third-party terms and conditions may result in fees assessed to you, delays in your receipt of funds, or other actions taken by such third parties. You agree that we have no control over, or responsibility or liability for, such fees, delays, or actions.

You authorize us and our Affiliates to check information you provide to us, including by verifying the existence of your bank account and obtaining reports from, or comparing your information to, third-party sources. Such third-party sources may include without limitation, banks, credit agencies, data brokers, and other service providers. We reserve the right to close, suspend, or limit your account or rescind your access to any or all of our services in the event we are unable to obtain or verify any of this information. We are not responsible for any losses suffered by you as a result of incomplete or inaccurate information you provide.

## 5. Shipping

When you receive notice that a buyer has paid for an item through a Managed Payments transaction, you must then ship or otherwise deliver your item in accordance with the agreed [shipping](#) method.

## 6. Managed Payments Limitations

In some listings or categories, eBay may allow sellers to offer buyers the option to pay for a purchase directly to the seller without using the payment services offered by us under these Payments Terms of Use, for example by cash payment on pickup (“Offline Payment Methods”). We do not manage payments for such Offline Payment Methods. Offline Payment Methods are not covered by the eBay Money Back Guarantee or similar eBay buyer protection programs; additionally, we will not assist buyers or sellers with payment disputes (such as chargebacks) in connection with Offline Payment Methods. Your listings are subject to [eBay’s payment policies](#) and any other terms about payments that may appear on the eBay Services, including terms relating to the payment and disbursement methods available to you for such listings.

## 7. Using Managed Payments

### Returns and Cancellations; Refunds

If your buyer is entitled to a refund for a [return or cancellation](#) for a Managed Payments transaction, based on an agreement between you and the buyer or according to eBay’s policies regarding such transaction, you authorize us to pay to the buyer the corresponding refund amount on your behalf.

### eBay Buyer Protection Programs

eBay offers buyer protection programs on certain eBay Services to ensure that buyers receive the item they ordered or get their money back. Such programs are referred to as “[eBay Buyer Protection Programs](#),” and known in many jurisdictions as the “eBay Money Back Guarantee” (“eMBG”). You understand that if your buyer successfully files a claim under such program for a Managed Payments transaction, the respective eBay company offering the eBay Buyer Protection Program (“eMBG Service Provider”) will reimburse the buyer the amount owed on your behalf pursuant to the applicable User Agreement and eMBG policy. According to the applicable [User Agreement](#) and [eMBG policy](#), you must reimburse the eMBG Service Provider for any such amounts.

### Disputes

A buyer (or the owner of a payment instrument) may initiate a chargeback, direct debit reversal, or PayPal buyer protection claim, or otherwise asks their financial institution to open a payment dispute (all referred to solely within this Part I as “**Dispute**”) in connection with a Managed Payments transaction. The final outcome of the Dispute will be decided by the buyer’s financial institution.

We will manage Disputes, as follows: When a Dispute is opened, we will notify you and ask you whether you choose to accept or challenge the Dispute. If you accept the Dispute, you agree to the reversal of the payment to the buyer. If you challenge the Dispute, eBay will submit to the financial institution any relevant evidence you provide about the Dispute. You agree to provide timely information to assist in the Dispute resolution process and understand that your failure to provide requested information on the timeline we require and as specified by credit and debit card networks’ and other payment service providers’ rules could adversely impact the outcome of a Dispute investigation, up to complete forfeiture of the amounts in Dispute. If you accept the Dispute or if the buyer’s financial institution decides in favor of the buyer, the respective amount will be refunded to the buyer’s original payment method and charged to us. You must reimburse us for such charges, unless you are eligible for [seller protection](#) in which case you are not held liable for amounts refunded to the buyer. If you choose to accept the Dispute, we may still decide to challenge the Dispute in our discretion and at no additional costs to you.

Some payment institutions offer an optional arbitration process to contest the results of an individual Dispute. We may ask for your consent to participate in such arbitration process. If you consent to chargeback arbitration, you authorize us to represent and defend you throughout the arbitration. You will be responsible for all costs and expenses (including reasonable legal fees and any arbitration fees assessed by third parties, arising from such arbitration proceedings), as agreed between you and us in each case, and you authorize us to pay these amounts on your behalf while the arbitration is pending.

You will not contest the resolution of any Dispute that we investigate and/or re-present, nor will you re-open resolved Dispute investigations. If you are a consumer in the EU, UK or Australia, your rights to file a complaint or to take legal action in court remain unaffected.

### Seller Protection

If you have met your eligibility requirements for, and fulfilled all your applicable obligations, under the [Seller Protection policy](#), you will not be held liable for any amounts to be returned to buyers due to eBay Buyer Protection Program claims and Disputes.

### Fines, Penalties and Losses

We are unable to manage payments for [prohibited and restricted items](#). Before listing your item, you must ensure it complies with eBay’s rules, applicable laws, and any additional restrictions imposed by credit card associations, network rules, or third-party payments service providers that we may use.

You agree to indemnify and reimburse us for all reversals, chargebacks, claims, costs, losses, damages, fees, fines, penalties and other liabilities and expenses incurred by us or brought against us by a third party arising out of (a) your breach of these Payments Terms of Use or the User Agreement including without limitation any violation of eBay's policies; (b) your violation of any law or the rights of a third party; or (c) any transaction processed by us for you for an item or service you listed on eBay (including without limitation the accuracy of your item description or any claim or dispute arising out of items or services offered or sold by you).

## Holds

We reserve the right to manage the risks associated with providing you the Payment Services, by placing restrictions on your access to your funds when deemed necessary, as described in further detail below.

You agree that we may place holds on your funds or instruct a payment service provider to hold your funds, prior to disbursement. For the avoidance of doubt, if you receive funds to either a stored value account issued to you under eBay's Balance Terms and Conditions or to a payment account, a hold may also be placed on such funds. If a hold is placed on your funds, the amount and status of the hold will be displayed under the Payments tab in the Seller Hub/My eBay. We will notify you through the eBay Message Center and/or by email and, depending on the reason, may request additional information from you to help resolve the issue. A hold may be placed if we have reason to believe there is an increased risk associated with the provision of our Payment Services or with a certain Managed Payment transaction, for example if we cannot verify your identity or if your buyer files a dispute. Please see our [holds help page](#) for more detail on the hold types and examples. We take into consideration relevant factors when assessing the risks including selling history, seller performance, returns and cancellations, chargebacks, riskiness of the listing category, transaction value, the ability to make direct debits from your Linked Financial Account, and the filing of eBay Buyer Protection Program claims. We also may cancel or freeze the settlement of your proceeds as necessary to comply with our legal obligations in connection with fraud prevention, risk management, or regulatory compliance. Any hold placed on your funds will be lifted when the issue is resolved.

Unless your payout entity is eBay Sarl or ECUK, we may retain an amount that we reasonably believe may be necessary to pay for any refunds, reimbursements, or other payments associated with returns, Disputes, or other post-transaction activities, when your eBay account is closed. Unless otherwise required by law, we will settle any unused retained amounts to your Linked Financial Account within 180 days of your eBay account closure.

Your bank's holds and settlement procedures may at times cause delays in the settlement of funds to your Linked Financial Account, and we do not have control over these delays.

## Reserves

In order to manage risk or secure your obligations under these Payments Terms of Use, we have the right to require a reserve of transaction proceeds. This means that the respective portion of your funds is reserved as unavailable for disbursement. Reserves may be in the form of rolling and/or minimum reserves.

- A rolling reserve is a reserve funded by withholding a set percentage of your transaction proceeds each day for a fixed period to be released to you later at a scheduled time on a rolling basis. For example, we may require a rolling reserve of 10% for a period of 60 days. Under this requirement, 10% of your transaction proceeds earned on day 1 will be withheld from your payouts and then be released to you on day 61. Subsequently, 10% of your transaction proceeds earned on day 2 will be withheld and then released to you on day 62, and so forth. Rolling reserves are the most common type of reserve.
- A minimum reserve is a requirement to hold a specific amount of money in your reserve. A minimum reserve may be funded by contributing a set percentage of your daily transaction proceeds to the reserve up to the minimum requirement, or by setting-off the entire amount of the minimum requirement from your pending payouts. For example, if we require a minimum reserve of \$5,000, the reserve may be funded by contributing 10% of your transaction proceeds to the reserve each day until the amount reaches \$5,000. Alternately, if your pending payouts equal or exceed \$5,000, the minimum reserve may be funded by setting off the reserve requirement from your pending payouts at one-time in full.

We may require a reserve if we have reason to believe there is an increased risk of non-fulfillment of your obligations under these Payments Terms of Use. We take into consideration relevant risk factors before requiring a reserve, including, as applicable (i) your eBay account history, (ii) whether the category you are listing in has a higher likelihood of chargebacks or refunds, (iii) whether your eBay account has an elevated number of customer claims or disputes, (iv) your business and/or personal credit history (business sellers may be subject to credit agency checks), (v) whether you are selling products in advance of availability (pre-selling orders), and (vi) whether you have extended delivery time frames. Depending on your performance and the risk associated with your use of Managed Payments, a reserve may be raised, lowered, or removed at any time. The amount of each reserve (and any subsequent change) will be reasonably determined based on the seller-specific risk (including the volume of your sales). The amount and status of each reserve will be displayed under the Payments tab in the Seller Hub/My eBay and we will notify you of any reserves we require of you.

If ECA is your Payout Entity, any reserve required of you is further subject to the [Seller Reserve Terms and Conditions](#). By accepting these Payments Terms of Use, you agree to the [Seller Reserve Terms and Conditions](#) to the extent they apply to you.

## Our Liability

If we have acted with reasonable precautions and/or in accordance with our legal obligations, we are not liable for any unauthorized, incorrectly, unexecuted, or delayed payment transactions when such issues were caused by abnormal and unforeseeable circumstances beyond our control.

## Signature

In instances where we are required to collect your signature to meet anti-money laundering and/or other legal requirements, we may (where not prohibited by applicable law) treat your acceptance of these Payments Terms of Use as the equivalent of you providing us your signature.

## 8. Security; Third-Party Providers; Data Protection

### Security

You acknowledge the importance of the security measures we put in place with regards to Managed Payments, and agree to comply with them. You are responsible for maintaining the security of all passwords, codes, or other login credentials used to access your eBay account and the related Payment Services and, subject to eBay's seller protection policies, for any transactions made or actions taken using your eBay account.

If you become aware of an unauthorized payment transaction or of a delayed or incorrectly executed transaction, you must notify us immediately by using a contact method stated in the "Introduction" of these Payments Terms of Use, above. If you notify us by telephone of such a transaction, we may request written confirmation immediately following the notification. The notification shall be free of charge.

### Third-Party Providers

We may use our Affiliates or third-party service providers (for example companies that process payments and disburse settlements, perform risk assessments or compliance checks, verify identity, or validate payment or settlement methods) in different [locations](#) to assist us in providing Managed Payments. Our Affiliates or third-party service providers may further outsource the services to other eBay Affiliates or third-party service providers. In this context we may transfer your data to such eBay Affiliates or third-party service providers to whom services are outsourced. At times, we may communicate to you through the eBay Affiliate which provides the eBay Services to you. For example, our Affiliate may notify you of a hold or other restrictions taken on your account. As relating to outsourced services, you hereby explicitly agree to our use of such eBay Affiliates or third-party service providers to assist us in providing Managed Payments and the outsourcing of services in relation thereto (including the right to sub-outsource), and you accept that the obligation of secrecy does not exist with respect to the related transfer of data (e.g. contact details, account

information, sales related information) to such eBay Affiliates and third-party service providers. Our Affiliates and third-party service providers are either subject by law to a professional secrecy obligation, as provided by the law applicable to the eBay Affiliates or third-party service providers, or will be contractually bound to comply with strict confidentiality rules. Customer data transferred in accordance with these purposes will only be accessible to a limited number of persons within the relevant eBay Affiliates or third-party service providers, on a need to know basis. Regardless of whether we use eBay Affiliates or third-party service providers, the appropriate eBay Payment Entity remains responsible to you for the performance of the services contemplated under these Payments Terms of Use.

In conformity with our [User Privacy Notice](#), we may also share information collected by us pursuant to these Payments Terms of Use with our Affiliates as necessary to enable your continued use of our Payment Services and the eBay Services. Please view our User Privacy Notice for more information on the collection and processing of personal data, including details on processing purposes and legal bases under applicable data protection laws.

## Data Protection

Our performance of Payment Services entails the processing of your buyer's personal data when a sale happens. With respect to such data processing, you, the Responsible Payment Entity, and the Payout Entity each act as a separate data controller/business under the applicable data protection laws (which may without limitation include, the General Data Protection Regulation, the California Consumer Privacy Act, or other data protection laws to which you are subject). You agree to: comply with your obligations as a data controller/business pursuant to the applicable data protection laws, and provide us with all such reasonable cooperation, information, and assistance as necessary for us to meet our requirements as a data controller/business.

## 9. Collection of Fees and Other Amounts You Owe

You authorize us to collect from you any amounts you owe us, our Affiliates (in particular the Affiliate which provides the eBay Services to you), or third parties who, as separately authorized by you, provide services to you in connection with your use of the eBay Services (such as shipping carriers), under these Payments Terms of Use, the [User Agreement](#), any other service contract, policy, agreement or as required by law (referred to as "**Owed Amounts**"). Owed Amounts typically include the following:

- Fees;
- Amounts as described in "Returns and Cancellations; Refunds", "Disputes" or "Fines, Penalties and Losses" in Section 7 above;
- Amounts you owe the eMBG Service Provider under the applicable eMBG Policy;
- Taxes or other charges related to your use of our or our Affiliates' services, if applicable and required by law; and
- Amounts we incorrectly settled to you due to a payment processing error or otherwise (see Section 1 above).

For clarity, your authorization permits us to collect amounts which you already owe to us, our Affiliates or third parties as described above. This authorization does not establish any new claims for payment against you. In some cases, our Affiliates may assign a claim against you for payment of Owed Amounts payable by you to us.

Collection of the Owed Amounts may be carried out on a one-time, sporadic, or recurring basis by the following means:

- Retaining such amounts from your current or future disbursements relating to any transactions that you may have;
- Recouping from your Linked Financial Account (and if required, by issuing a direct debit mandate or other similar authorization);
- Recouping from any other payment instrument or payment method you may have authorized or placed on file with us or our Affiliates (for example, to pay for seller fees, shipping labels, or dispute resolution);
- Recouping from your stored value account, if a stored value account has been issued to you;
- Recouping from your payment account, if a payment account has been issued to you (see Part III); and
- Retaining collections agencies or using other collections methods, if the collection by other means has been unsuccessful.

You authorize us to choose the method of collection among those listed above. We generally deduct Owed Amounts from your current or future disbursements we process on your behalf. If a stored value account or payment account has been issued to you, we will deduct the Owed Amounts from funds held in the relevant stored value account or payment account before disbursing the funds to you. If your disbursements awaiting payout or funds held are not sufficient to cover these amounts, we will charge your Linked Financial Account or another payment method on file. If you have several payment instruments on file, you may indicate a specific payment instrument as your preferred payment method for collecting Owed Amounts in your eBay account.

You also authorize the Affiliate whom you have entered into the [User Agreement](#) with for the provision of eBay Services to charge you for any Owed Amounts on our behalf from any payment method you may have on file with such Affiliate.

If you provide us with a SEPA/BACS direct debit mandate for debiting Owed Amounts from your bank account, any required advance notice will be given to you at least three days prior to charging your bank account. At any point prior to you explicitly cancelling a SEPA/BACS direct debit mandate we have obtained from you, we may deduct Owed Amounts based on such mandate. Unless you are a consumer in the EU or UK, you waive, to the extent possible under applicable law, any rights you may have to receive advance notice of any particular preauthorized charge.

If our attempt to recoup an Owed Amount from a payment instrument you have authorized us to use fails as a result of your acts or omissions, we may charge you for the failed attempt as set forth on the Fee Page or as applicable in Parts IV and V below.

## 10. Amendment

### All sellers (except consumers in Germany)

We may amend these Payments Terms of Use by notifying you of the changes in writing (for example, by posting a revised version of these Payments Terms of Use on our website, including the Seller Hub or the eBay Message Center). Before the anticipated effective date of such change, we will notify you at least fourteen (14) days prior or if your Payout Entity is eBay Sarl or ECUK, then two (2) months prior.

If you are a consumer (i.e., not a business) outside of Germany whose Payout Entity is eBay Sarl or ECUK, you will be deemed to have consented to these changes unless you explicitly reject them before the anticipated effective date. For all other sellers, your continued use of Managed Payments beyond the effective date of the changes will constitute your acceptance of the changes.

### Consumers in Germany

If you are a consumer in Germany, we may offer you changes to these Payments Terms of Use at any time. We will be notifying you in text-form, for example via email, and/or the Seller Hub or the eBay Message Center of any proposed changes at least two (2) months before the anticipated effective date of such change.

The changes offered to you shall only become effective if you accept them as follows:

- If a proposed change is a material change (as defined below), we will ask for your active consent to such a change.
- If a proposed change is not a material change, you will be deemed to have consented to these changes unless you explicitly reject them by notice to us in text form (e.g. via email) before the anticipated effective date. In case of such changes, we will inform you in the notice with which we offer you the changes about the right of rejection, the period of time and your termination right (see subsection below).

A “material change” is a change of these Payments Terms of Use (especially with respect to provisions defining the type and general scope of the agreed services or the term and termination) in our favor, which would significantly shift the balance between service and remuneration to your disadvantage or would effectively establish an entirely new contract.

A change which is due to a requirement of law, a legally binding court decision or an injunction does not constitute a material change.

#### **Termination right in case of amendments (all sellers)**

If you do not agree to proposed changes, you may terminate these Payments Terms of Use, pursuant to Section 11 (“Term, Termination”) below, without any extra cost at any time before the effective date. We always publish the amended Payments Terms of Use on the eBay website.

## **11. Term, Termination**

These Payments Terms of Use are effective indefinitely, unless terminated in accordance with the below.

We may terminate these Payments Terms of Use by giving written notice fourteen (14) days prior or if eBay Sarl or ECUK is your Payout Entity, then two (2) months prior via email to your registered email address. However, we may also terminate these Payments Terms of Use on less notice or with immediate effect in the following scenarios:

- We are required to do so by law or a court order,
- A governmental authority requires us to do so to comply with anti-money laundering or counter-terrorism financing obligations,
- We have reasonable grounds to believe you are carrying out a prohibited or illegal activity (including, but not limited to, financial crimes such as fraud, bribery, corruption money laundering, or sanctions violations),
- We are unable to verify your or your business’s identity, or any other information pertaining to you, or
- You are otherwise in breach of a material contractual obligation of these Payments Terms of Use, or seriously or persistently violating any provisions of these terms in any other way.

If eBay Sarl or ECUK is your Payout Entity, you may terminate these Payments Terms of Use and close your payment account, without prejudice to the termination events foreseen above, by giving one (1) month notice by notifying eBay Sarl preferably via email at [payments@ebay.de](mailto:payments@ebay.de) or ECUK at [Paymentsinfouk@ebay.co.uk](mailto:Paymentsinfouk@ebay.co.uk) or by contacting the Customer Service via any of the available communication methods (e.g. Contact Us form, chat).

If eBay Sarl or ECUK is not your Payout Entity, you may terminate these Payments Terms of Use by closing your eBay account; if you use Managed Payments after such termination, you will be deemed to have again accepted these Payments Terms of Use.

If you give notice of termination to one eBay Payment Entity, such notice shall also be deemed as a termination notice to the remaining eBay Payment Entities.

Your use of the eBay Services as a seller requires continued registration for Managed Payments. Should you therefore terminate this agreement, you will not be able to use the eBay Services provided by our Affiliates. Our Affiliates which provide you the eBay Services according to the User Agreement may terminate the User Agreement pursuant to the termination provisions therein.

Termination of this Agreement shall not affect the rights or liabilities of either party accrued until termination and/or any terms intended (expressly or implicitly) to survive termination, including your obligation to pay amounts owed to us relating to your activities prior to termination and our right to collect from you such amounts in accordance with these Payments Terms of Use. If there are pending payment transactions at the time the termination takes effect, they will be processed pursuant to terms of these Payments Terms of Use unless prohibited by law. As of the effective date of the termination, you will not be able to sell any items on eBay Services anymore.

## **12. Assignment**

In our sole discretion, we may assign our rights and obligations under these Payments Terms of Use and, in such event, we will notify you accordingly.

## **II. ADDITIONAL TERMS FOR SERVICES PROVIDED BY eCI**

In addition to the General Payments Terms above, the following provisions apply with respect to Payment Services you receive from eCI. Within this section, “we” or “us” refers to eCI.

As between you and eCI, these Payments Terms of Use incorporate by this reference the provisions of the [User Agreement](#) to the extent applicable to this agreement. In the event of any conflict between the [User Agreement](#) and these Payments Terms of Use, these Payments Terms of Use will govern.

We may change, discontinue, enhance, or modify features of Managed Payments at any time.

### **1. Appointment of eCI as Agent**

**eCI will receive payments on your behalf as your agent. You hereby appoint eCI as your agent for the limited purpose of receiving, holding and settling payments for Managed Payments transactions.**

A payment received by us from a buyer, on your behalf, satisfies the buyer's obligation to you in the amount of the payment received, regardless of whether we actually settle such payment to you. In the event that we do not make any such payment to you as described in these Payments Terms of Use, you will have recourse against us only and not against the buyer, as such payment is deemed to be made by the buyer to you upon receipt by us. To the extent permissible under the rules of any third-party or governmental body with jurisdiction over us, you agree that we are not liable for your acts and omissions and you understand that we disclaim any such liability.

### **2. Receipt and Settlement of funds**

After a Managed Payments transaction occurs, you will receive a notification confirming such payment transaction. **In certain instances, your transaction may be declined, frozen, or held for any reason including for suspected fraud, high risk or potential violation of any regulation, compliance with economic or trade sanctions, eBay or eCI policies, or a policy of one of our third-party payments services providers.**

If we are your Payout Entity, we will initiate settlement of proceeds received to your Linked Financial Account. We may, in our sole discretion, offer you the option to receive your proceeds to a stored value account issued to you by us. Your transaction proceeds, other than those being held in accordance with these Payments Terms of Use, and subject to the estimated settlement times set forth in the next sentence, will be aggregated to a daily batch for settlement to you on a regular basis (for example, a single daily settlement for all transactions ready for disbursement to you that day), unless otherwise requested by you and agreed to by us. We anticipate that Managed Payments transaction proceeds will generally be settled to your Linked Financial Account approximately two to seven business days after the buyer's transaction, although actual settlement times may vary for individual transactions based on circumstances such as your bank's processing times.

We may diverge from this procedure as needed for compliance or operational reasons. If we are unable to settle the Managed Payments proceeds, then, depending on the reason why we are unable to settle the proceeds, we may refund the buyer (e.g., when we cannot process your information for technical reasons or you violate these



Payments Terms of Use, etc.) or otherwise process these funds in accordance with applicable law, including abandoned property laws, such as by escheating funds to a governmental body after the passage of an applicable period of time, or our policies.

### 3. Authorization for Collection of Owed Amounts

You hereby authorize eCI to debit or charge any Owed Amount from your Linked Financial Account or any other payment method you have on file with us, including your stored value account (if stored value has been issued to you). Your authorization will remain in full force and effect until the earlier occurrence of: our receipt from you of any written communication that revokes such authorization, or upon the closure or termination of your eBay account.

To the extent permitted by law, you hereby irrevocably sell, assign, grant, convey and transfer to eBay and its Affiliates, as applicable, all of your rights, title, and interests in any and all accounts receivable, payments of money, and general intangibles owed in your favor to satisfy any and all obligations or liabilities you owe to eBay or its applicable Affiliate in connection with your use of Managed Payments and eBay Services for the sale of goods or services to your Buyers.

### 4. Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND eCI HAVE AGAINST EACH OTHER ARE RESOLVED.**

You and eCI agree that any claim or dispute at law or equity that has arisen, or may arise, between you and eCI (or any related third parties) that relates in any way to or arises out of this or previous versions of these Payments Terms of Use, your use of or access to Managed Payments, or the actions of eCI or its agents, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

#### A. Applicable Law

You agree that, except to the extent inconsistent with or preempted by federal law, the laws of the State of Utah, without regard to principles of conflict of laws, will govern these Payments Terms of Use and any claim or dispute that has arisen or may arise between you and eCI, except as otherwise stated in these Payments Terms of Use.

#### B. Agreement to Arbitrate

You and eCI each agree that any and all disputes or claims that have arisen, or may arise, between you and eCI (or any related third parties) that relate in any way to or arise out of this or previous versions of these Payments Terms of Use, your use of or access to Managed Payments, the actions of eCI or its agents, or any products or services sold, offered, or purchased through the Services shall be resolved exclusively through final and binding arbitration, rather than in court. In this Legal Disputes Section, the term "related third parties" includes your and eCI's respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns, as well as your, eCI's, and these entities' employees and agents. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

##### 1. Prohibition of Class and Representative Actions and Non-Individualized Relief

**YOU AND ECI AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND ECI AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or a particular request for a remedy (such as a request for injunctive relief), then that claim or that remedy request (and only that claim or that remedy request) must be severed from the arbitration and may be brought in court, subject to your and eCI's right to appeal the court's decision. All other claims will be arbitrated.

##### 2. Arbitration Procedures

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individualized basis that a court can award to an individual. An arbitrator should apply the terms of these Payments Terms of Use as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules and the AAA's Commercial Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org). In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or the court.

A party who intends to seek arbitration must first send to the other, by certified mail, a valid Notice of Dispute ("Notice"), which may be downloaded at this link: [http://p.ebaystatic.com/aw/help/legal/Notice\\_of\\_Dispute.pdf](http://p.ebaystatic.com/aw/help/legal/Notice_of_Dispute.pdf). The Notice to eCI must be sent to eBay Inc., Attn: Litigation Department, Re: Notice of Dispute, 583 W. eBay Way, Draper, UT 84020. Any such Notice addressed to and received by eBay will also be deemed to be received by eCI, if such Notice regards services offered by eCI. eCI will send any Notice to you to the physical address we have on file associated with your eBay account; it is your responsibility to keep your physical address up to date. To be valid, you must personally sign the Notice and complete all information on the Notice form, including a description of the nature and basis of the claims the party is asserting, the specific relief sought, and the email address and phone number associated with your account.

If you and eCI are unable to resolve the claims described in a valid Notice within 30 days after eCI receives the Notice, you or eCI may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at [www.adr.org](http://www.adr.org). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to eCI at the following address: eBay Commerce Inc. c/o CT Corporation System, 1108 E South Union Ave., Midvale, UT 84047. In the event eCI initiates an arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your eBay account. Any settlement offer made by you or eCI shall not be disclosed to the arbitrator.

Where no disclosed claims or counterclaims exceed \$25,000, the dispute shall be resolved by the submission of documents only, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or eCI may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same

eCl user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### 3. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If you complied with the Notice of Dispute procedures of Section 2 of this Agreement to Arbitrate ("Arbitration Procedures") and the value of the relief sought is \$10,000 or less, at your request, eCl will pay all administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by eCl should be submitted by mail to the AAA along with your Demand for Arbitration and eCl will make arrangements to pay administration and arbitrator fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse eCl for all fees associated with the arbitration paid by eCl on your behalf that you otherwise would be obligated to pay under the AAA's rules. eCl will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration forum from being prohibitive.

### 4. Severability

With the exception of any of the provisions in Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

### 5. Opt-Out Procedure

**IF YOU ARE A NEW USER OF OUR PAYMENT SERVICES, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THESE PAYMENTS TERMS OF USE FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO EBAY INC., ATTN: LITIGATION DEPARTMENT, RE: OPT-OUT NOTICE, 583 WEST EBAY WAY, DRAPER, UT 84020. ANY SUCH OPT-OUT NOTICE ADDRESSED TO AND RECEIVED BY EBAY WILL ALSO BE DEEMED TO BE RECEIVED BY ECI, IF SUCH OPT-OUT NOTICE REGARDS SERVICES OFFERED BY ECI.**

For your convenience, we are providing an [Opt-Out Notice form](#). You must complete and mail that to us in order to opt out of the Agreement to Arbitrate. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the eBay Service account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of these Payments Terms of Use and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

### 6. Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the User Agreement or these Payments Terms of Use to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against eCl prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and eCl. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on [www.eBay.com](#) at least 30 days before the effective date of the amendments and by providing notice through the eBay Message Center and/or by email. If you do not agree to these amended terms, you may close your account within the 30-day period and you will not be bound by the amended terms.

## C. Judicial Forum for Legal Disputes

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and eCl must be resolved exclusively by a state or federal court located in Salt Lake County, Utah. You and eCl agree to submit to the personal jurisdiction of the courts located within Salt Lake County, Utah for the purpose of litigating all such claims or disputes.

## III. ADDITIONAL TERMS FOR SERVICES PROVIDED BY EBAY SARL

In addition to the General Payments Terms above, the following provisions apply with respect to Payment Services you receive from eBay Sarl. Within this section, "we" or "us" refers to eBay Sarl.

As between you and eBay Sarl, these Payments Terms of Use incorporate by this reference the provisions of the [User Agreement](#) to the extent applicable to this agreement. In the event of any conflict between the [User Agreement](#) and these Payments Terms of Use, these Payments Terms of Use will govern.

### 1. Payment Service; Disabling Payment Methods

You authorize eBay Sarl to acquire and settle payments that it receives on your behalf. When you sell an item on eBay, you are deemed to be a payee, with eBay Sarl acting as your payment service provider. In a refund, chargeback, or similar scenario, or if you use your funds to pay, you may be deemed to be a payer, again with eBay Sarl acting as your payment service provider. If eBay Sarl is your Payout Entity, eBay Sarl will open and hold a payment account for you.

The acceptance of a buyer's payment instrument (for example, their Visa card), once it has been authorized for payment, satisfies the buyer's payment obligation to you, regardless of whether we actually settle such payment to you. In the event that we do not make any such payment to you as described in these Payments Terms of Use, you will have recourse against us only and not against the buyer. To the extent permissible under the rules of any third-party or governmental body with jurisdiction over us, you agree that we are not liable for your acts and omissions and you understand that we disclaim any such liability.

We may disable specific payment method(s) available to buyers for all or some of your listings if we reasonably believe the use of such payment methods for your transactions will increase regulatory, financial, or other risk to us. For example, if you would like to offer a high-priced item with a new eBay account, we may disable such payment methods where the amount is credited with a time delay after the transaction (e.g. direct debit or payment upon invoice). In assessing the risk, we consider relevant factors such as your sales history, service status, eBay account history, risks associated with certain item categories, transaction value, and number and monetary amounts of eBay Buyer Protection cases. We will re-enable the affected payment method(s) for your listings once the risk no longer exists.

### 2. Execution of Payment Transactions

When you, as a payee or payer, use Managed Payments, the payment transactions will be executed in accordance with the payment schemes rules and procedures, or as otherwise agreed.

### Required Information

Your payer (for example, the buyer of an item you sell on eBay) must ensure we are provided with the data required for us to execute the payment transaction. If we do not have sufficient data to execute such transaction, we reserve the right to ask your payer's payment service provider for the required information.

We require the following information for the execution of a payment transaction:

- Your name,
- Your eBay username,
- The buyer's name (where applicable),
- The buyer's eBay username, and any other data about the buyer which the buyer's payment service provider or we may require (where applicable),
- The currency of the payment transaction (if possible, in abbreviated form),
- The amount of the payment transaction, and
- The beneficiary's payment details.

We may also require specific information, such as a one-time authorization code sent to your verified phone number or email address, to authenticate a payment transaction (or to allow you to access certain information related to Managed Payments on eBay).

To the extent reasonably possible, we will automatically utilize the information stored in our systems. Where the required information provided by you or your payer is not fully available or is inaccurate, we will not bear any liability for any damage, delay, or other consequence from the non-execution or defective execution of the relevant payment transaction.

## Receipt of Payment Orders

A payment order will be deemed to have been received by us if:

- Carried out by means of a payment card, then in accordance with the card schemes rules; or
- Received by our available electronic communication channels, then on the business day when it is actually received by us.

If the payment order is not received on a business day, it will be deemed to be received on the next business day. "Business days" in this Part III of these Payments Terms of Use shall mean the days on which banks in Luxembourg are open for regular business.

You may not revoke a payment order after we have received it. However, if we have agreed that a payment order will be executed on a certain future date, the business day prior to this future date will be the latest you can revoke the payment order.

## Refusal of Payment Orders

We reserve the right to refuse the execution of a payment order when:

- The payment order information contains factual errors and/or is incomplete;
- You have not satisfied your obligations under these Payments Terms of Use or any other agreement between you and us;
- There are doubts about the validity of the instruction, or the identity or authority of the person giving the payment order; or
- The payment order, if executed, would lead to a breach of the applicable rules, laws, or regulations.

We may charge a reasonable fee for such a refusal.

You acknowledge that when executing a payment transaction, we may have to disclose information mentioned above and your legal address to the other party's payment service provider and, where relevant, also to intermediaries involved in the execution of the payment transaction. You expressly accept and instruct us to disclose such data.

Where you are the payer, the execution of the transaction may depend on us having received the respective amount from you prior to the execution.

## 3. Settlement of Funds; Shipping Labels

If we are your Payout Entity, we will initiate settlement of proceeds received to your Linked Financial Account. Your payments will generally be initiated either automatically according to the schedule you have pre-selected or "on demand" based on an individual payment instruction we receive from you. However, if your payment account is not configured to include a regularly scheduled settlement, we may periodically sweep available funds out of your payment account and send them to your Linked Financial Account.

Your transaction proceeds, other than those being held in accordance with these Payments Terms of Use, and subject to the estimated settlement times set forth below, will be aggregated to a daily batch for settlement to you as agreed with you. For example, if you select weekly payouts, a single settlement will be initiated automatically once a week for all transactions ready for disbursement to you on that day. If you select daily payouts, your available proceeds will be automatically disbursed once every day. If you request a payout on demand, a single settlement will be initiated for all transactions ready for disbursement to you on that day. You may be able to choose to have only a portion of your available transaction proceeds paid out to your Linked Financial Account, leaving the rest in your payment account.

We anticipate that the disbursement of Managed Payments transactions proceeds to your Linked Financial Account will be initiated approximately one to two business days after the buyer's order, although actual settlement times may vary for individual transactions depending on the buyer's payment method, and when the payments transaction is received by us. We may diverge from this procedure as needed for compliance or risk reasons. If we are unable to settle your proceeds, then, depending on the reason why we are unable to settle your proceeds, we may refund the buyer (e.g., in the event that we cannot process your information due to technical reasons etc.) or otherwise process these funds in accordance with applicable law.

We will provide you with monthly statements of your transactions free of charge, which can be accessed in the [Seller Hub](#).

If buyers purchase a return shipping label at their own expense on the eBay website, eBay may automatically deduct the label costs from the refund amount a buyer receives from you. If this occurs, you agree (as a debtor to the buyer for the refund) to be delegated as a debtor to the shipping carrier for the label costs, and authorize us to use the relevant part of the refund amount to pay the shipping carrier on your behalf. You will not bear any additional shipping costs in this event.

## 4. Liability for Unauthorized Payment Transactions

You will be fully liable for all losses relating to an unauthorized payment transaction if you acted fraudulently with respect to such a payment transaction, or if you failed to fulfill one or more of the obligations under this agreement (such as keeping your credentials safe or notifying us without undue delay) with intent or gross negligence.

## 5. Our Liability

We will refund you in full and are liable for losses directly and reasonably foreseeably incurred by an incorrectly or non-executed payment transaction, provided that you have informed us of such transaction without undue delay after becoming aware of the defect and in no event later than thirteen (13) months after the transaction was executed, unless we failed to make information about the transaction available to you.

We are liable for damages suffered as a result of willful misconduct or gross negligence. In case of minor negligence, we are only liable for (a) damages resulting from injury to life, body, or health; or (b) foreseeable typically occurring damages resulting from the breach of an essential contractual obligation. Any further liability is excluded.

If you are a business using the Payment Services, unforeseeable damages in accordance with the above include (but are not limited to) loss of goodwill or reputation, direct or indirect loss of profits, loss of data, loss of business and other intangible losses. You also explicitly agree that as a business you may not benefit from the rights and liability regimes deriving from the legal provisions with regard to payment services (Articles 79(1), 81(3), 86, 88 to 90, 93 and 101 of the Luxembourg Law of 10 November 2009 on payment services) in the event of non-execution or defective execution of Payment Services under this agreement, meaning we are not liable to you for the losses or damage you may suffer under those provisions.

## 6. RatePAY

On certain European eBay sites, buyers may choose a RatePAY Payment Method to pay the purchase price for any item you sell them. You hereby agree to and shall comply with the General Terms and Conditions for RatePAY Payment Methods, which shall form an integral part of these Payments Terms of Use. As specified in more detail in the General Terms and Conditions for RatePAY Payment Methods, you agree to sell and assign your purchase price claims against buyers who choose a RatePAY Payment Method to eBay Sarl, which will then sell and assign these claims to Adyen N.V., which will in turn sell and assign these claims to RatePAY GmbH. Therefore, the buyers who use a RatePAY Payment Method will make their payments to RatePAY GmbH, which will forward the payments through Adyen N.V. to eBay S.à.r.l., so that eBay Sarl will process and settle such payments according to these Payments Terms of Use.

### 6.1. Contractual object and scope

6.1.1 RatePAY GmbH ("RatePAY") is a payment institution that is constantly supervised and officially licensed by the German Federal Financial Supervisory Authority (BaFin). RatePAY offers individual solutions in the field of online payment for a variety of online retailers and online platform providers which provide an online platform for online retailers and consumer sellers to sell their products. As part of these solutions, RatePAY offers payment methods for integration on eBay Services. The payment methods offered by RatePAY ("RP Payment Method(s)") generally include payment by invoice and payment by SEPA direct debit, currently offered in Germany, Austria, Switzerland and the Netherlands and all further Accepted Jurisdictions as defined in section 6.4.2. Your buyers who purchase items on eBay Services may use the currently available RP Payment Method(s) offered by eBay to settle the purchase price claim.

6.1.2 eBay Sarl facilitates the payments of the buyers to you on eBay Services and provides licensed payment services to you based on these Payments Terms of Use.

6.1.3 Adyen N.V. ("Adyen") offers, in cooperation with RatePAY, in its own name the RP Payment Method(s) to eBay Sarl for integration into the eBay Services.

6.1.4 In order to use the RP Payment Method(s), eBay Sarl acquires your purchase price claims against your buyers, who use the RP Payment Method(s) on eBay Services. eBay Sarl will then sell and assign the purchased claims to Adyen according to the terms of these General Terms and Conditions for RP Payment Methods. Adyen will then sell and assign the purchased claims to RatePAY, who will then assume the payment default risk for the purchased claims in accordance with the following provisions. This arrangement is further referred to as "Chain Factoring".

6.1.5 These General Terms and Conditions for RP Payment Methods shall apply to you with regard to your use of the RP Payment Method(s) on eBay Services.

6.1.6 These General Terms and Conditions for RP Payment Methods shall apply in addition to the other terms and conditions agreed between you and eBay Sarl in these Payments Terms of Use. In the event of conflict, these General Terms and Conditions for RP Payment Methods shall prevail over such other terms and conditions agreed between you and eBay Sarl in these Payments Terms of Use.

6.1.7 RatePAY and Adyen will not be a party to and not have any obligation under these Payments Terms of Use or any other agreement between you and eBay Sarl, eBay, the buyer or any third party.

### 6.2. Integration of the RatePAY Terms of Payment and the RatePAY Data Privacy Statement

You shall conclude with each buyer the RatePAY Terms of Payment ("RP-TOP") and the RatePAY Data Privacy Statement ("RP-DPS") for the buyer's use of RP Payment Method(s), as available online at <https://www.ratepay.com/en/ratepay-terms-of-payment/> (RP-TOP) or <https://www.ratepay.com/en/ratepay-data-privacy-statement/> (RP-DPS). You hereby agree and accept that the RP-TOP and the RP-DPS shall become an integral part of each sale contract concluded between you and the buyer on eBay Services for the buyer's use of RP Payment Methods ("Sale Contract"). You hereby agree that eBay Sarl has the RP-TOP and the RP-DPS implemented into the payment check-out of the RP Payment Method(s) and instruct eBay Sarl to have the RP-TOP and the RP-DPS forwarded to the buyer on your behalf.

### 6.3. Waiver

If you act as a business seller, you hereby agree that section 675f (5) sentence 2 German Civil Code ("BGB") (Fees for payment services), section 675g BGB (Amendment of the framework contract on payment services), section 675h BGB (Ordinary termination of a framework contract on payment services), section 675y BGB (Liability of the payment service provider in case of non-execution, defective or delayed execution of a payment order; obligation to make enquiries), section 675z BGB (Other claims in case of non-execution, defective or delayed execution of a payment order or an unauthorised payment transaction) and Section 676 BGB (Proof of execution of payment transactions) shall not be applicable to these General Terms and Conditions for RP Payment Methods.

### 6.4. Purchase of Your Receivables by eBay Sarl

6.4.1 You hereby allow eBay Sarl to submit your receivables (through Adyen) to RatePAY for approval ("Purchase Notice"). RatePAY will, after receipt of the Purchase Notice (through eBay Sarl and Adyen), score the offered receivables to determine the probability for payment of the relevant offered receivable by the buyer and will (through Adyen and eBay Sarl) send a response confirming if the receivable is accepted ("Positive Score Notice") or is rejected ("Negative Score Notice").

6.4.2. You are obliged to offer all receivables to eBay Sarl in connection with the RP Payment Method(s) in accordance with these General Terms and Conditions for RP Payment Methods which fulfill the following criteria:

- a. Your receivable against your respective buyer in connection with the Sale Contract and for which the buyer has chosen one of the RP Payment Methods;
- b. Positive Score Notice regarding the relevant receivable;
- c. The receivable is nominated in (i) EUR or CHF or (ii) any other currency supported by RatePAY; and
- d. The receivable is governed by (i) the laws of Germany, Austria, Switzerland or the Netherlands or (ii) any other jurisdiction supported by RatePAY (the "Accepted Jurisdictions").

(jointly the "Seller Receivables" and each a "Seller Receivable").

6.4.3 By accepting these Payments Terms of Use, which leads to the implementation of the RP Payment Method(s) into your listings on eBay Services, you agree that each Seller Receivable will automatically be offered to eBay Sarl for purchase after conclusion of each Sale Contract for which the buyer has chosen one of the RP Payment Methods (the "Purchase Offer"). eBay Sarl will submit a respective message to Adyen (and Adyen to RatePAY) indicating the conclusion of the Sale Contract and eBay Sarl's offer to Adyen to purchase the relevant Seller Receivable. Based on Adyen's response to eBay Sarl's purchase offer, eBay Sarl will either accept your Purchase Offer by proceeding with the payment process (the "Acceptance of Purchase Offer") or reject your Purchase Offer. Such offer and acceptance through an Acceptance of Purchase

Offer will conclude a purchase agreement between you and eBay Sarl ("Single Purchase Agreement") regarding the relevant Seller Receivable including the Ancillary Rights (as defined below) which is purchased (the "Purchased Receivable") in accordance with these General Terms and Conditions for RP Payment Methods. In case eBay Sarl receives a rejection of its purchase offer from Adyen, eBay Sarl will reject the provided Purchase Offer, and the Single Purchase Agreement relating to the relevant Seller Receivable is not concluded. A rejected Purchase Offer may be re-submitted by re-iterating the process described in this section 6.4.3.

## 6.5. Assignment of receivables

6.5.1 You hereby assign, subject to the condition precedent in section 6.5.3 below, all your current and future Seller Receivables including all Ancillary Rights (as defined below) to eBay Sarl and eBay Sarl hereby accepts the assignment.

6.5.2 "Ancillary Rights" means, in each case with respect to the relevant Seller Receivable:

- a. rights for any securities and collateral securing the relevant Seller Receivable; and
- b. transport and deficiency insurance claims;
- c. your contingent claims to demand possession or repossession from a direct possessor;
- d. preferential rights, constitutive rights (Gestaltungsrechte), withdrawal or rescission rights (Rücktrittsrechte) or challenge rights (Anfechtungsrechte) and all other legal positions, interest claims, claims for compensation, warranty claims, claims for contractual penalty against the buyer or third parties who are the direct owners of the goods; or
- e. other claims against third parties with respect to the relevant Seller Receivable (such as trade credit, transport, burglary, theft, fire insurance, claims against central settlers and purchasing associations, claims against carriers), as well as all further ancillary rights or any other ancillary rights pertaining to or associated with the relevant Seller Receivable and/or the underlying transactions and contracts,

in each case irrespective of whether or not being transferred with the relevant Seller Receivable by operation of law pursuant to section 401 BGB.

No ancillary rights are additional or new claims against the buyer arising from the reversal of the Sale Contract (such as return shipping costs). These claims will not be transferred by you to eBay Sarl as part of the Seller Receivables.

6.5.3 The assignment described in section 6.5.1 of the relevant Seller Receivable including all Ancillary Rights above is subject to the conclusion of a Single Purchase Agreement regarding the relevant Seller Receivable in accordance with section 6.4.3.

6.5.4 The assignment of Seller Receivables including all Ancillary Rights, for which the assignment is not valid due to an extended retention of title (verlängerter Eigentumsvorbehalt), becomes valid upon the payment of the relevant supplier or its waiver of its retention of title.

6.5.5 Upon conclusion of a Single Purchase Agreement, you and eBay Sarl reiterate the assignment of the relevant receivable identified through the transaction-ID in the Purchase Offer including all Ancillary Rights whereby the Purchase Offer constitutes an offer to assign the relevant receivable from you to eBay Sarl and the Acceptance of Purchase Offer constitutes an acceptance of this offer by eBay Sarl.

6.5.6 In case there is any doubt about the validity of the assignment of the Seller Receivables including all Ancillary Rights and this requires any further declaration or action by you, you will execute such declaration or action upon request of eBay Sarl.

6.5.7 You irrevocably authorise eBay Sarl with the power of sub-delegation to notify the relevant buyer regarding the assignment of the Seller Receivable and to exercise non-assignable rights, such as contractual rights, in connection with the Seller Receivables including all Ancillary Rights in its own name.

## 6.6. Collection Risk / Collection

6.6.1 Subject to the legal validity ("Bestehen der Forderung") of the Purchased Receivables, eBay Sarl bears the risk that the Purchased Receivables are not collectable from the respective buyer in part or in full, in particular caused by the insolvency of the buyer. eBay Sarl will pay the purchase price (minus the agreed fees and expenses of eBay Sarl) for the relevant Purchased Receivable regardless of whether it chooses to enforce the relevant Purchased Receivable.

6.6.2 The collection and enforcement of the Purchased Receivables is the responsibility of eBay Sarl. eBay Sarl shall bear any and all costs in this regard.

6.6.3 eBay Sarl will transfer the economical risks of the obligations described in section 6.6.1 and 6.6.2 to Adyen and consequently to RatePAY in accordance with the Chain Factoring as described in section 6.1.4.

## 6.7 Guarantees

Every time upon entering into a Single Purchase Agreement concerning a Purchased Receivable, you represent and warrant to eBay Sarl by way of an independent guarantee (selbstständiges Garantieversprechen) that:

6.7.1 the Purchased Receivable fulfills the criteria as described in section 6.4.2 of these General Terms and Conditions for RP Payment Methods;

6.7.2 the Purchased Receivable is valid ("besteht");

6.7.3 you hold free and clear title to, and may freely assign and transfer, the Purchased Receivable;

6.7.4 the Purchased Receivable has not yet been assigned or transferred to third parties, unless such assignment occurred pursuant to a customary extended retention of title agreed between you and the relevant supplier of goods (in which case sub-sections (3) and (5) will not apply to this extent);

6.7.5 the Purchased Receivable is free from any third parties' rights to the Purchased Receivable and there do not exist any rights or claims of any third party to the respective Purchased Receivable;

6.7.6 the Purchased Receivable is not charged with any liability claims of third parties, especially any claims in accordance with section 13c German Value Added Tax Act ("Umsatzsteuergesetz");

6.7.7 you will ship, deliver or provide the respective item(s) to the relevant buyer completely, on time and in accordance with the Sale Contract with the respective buyer in order that the respective buyer is not able to exercise any right or claim of retention, set-off, supplementary performance (Nacherfüllung), reduction (Minderung), rescission right (Rücktritt) or damage claims (Schadensersatz), provided, however, that the case is not resolved by the procedure laid down in section 6.8.1 (c) (i.e. if the case is resolved by the procedure laid down in section 6.8.1 (c) and if you have provided valid proof according to section 6.10.2, the guarantee in this sub-section (6.7.7) shall not apply for the specific reason and item the valid proof was provided for); and

6.7.8 upon conclusion of the respective Single Purchase Agreement, the respective Purchased Receivable will be validly assigned to eBay Sarl and enforceable against the buyer by eBay Sarl (or Adyen or RatePAY after assignment of the claim to Adyen and subsequently to RatePAY) in accordance with the applicable law of the respective Purchased Receivable and the applicable enforcement procedure.

Each of these guarantees to eBay Sarl with respect to a Single Purchase Agreement will be provided by eBay Sarl to Adyen (and by Adyen to RatePAY) back-to-back in accordance with the Chain Factoring arrangement.

## 6.8. Assignment of Purchased Receivables back to You

6.8.1 If the relevant Purchased Receivable fulfills one of the following criteria (the "Defect Receivable"):

- a. the buyer exercises its right of withdrawal (Widerruf) regarding the Purchased Receivable with valid effect;
- b. the buyer reverses the Sale Contract on the basis of a voluntary withdrawal of the purchased item (such as a "100-day right of return") offered by you;
- c. in case of an objection of the buyer against a Purchased Receivable (dispute), if you do not provide valid proof upon request of eBay Sarl in accordance with section 6.10.2;
- d. you are in breach of a guarantee pursuant to section 6.7 in respect of the Purchased Receivable (in which case the right to assign back the Defect Receivable shall be the sole remedy);

and Adyen consequently decides to use its right to assign back the relevant Defect Receivable to eBay Sarl, eBay Sarl is entitled to assign back any Defect Receivable to you.

6.8.2 eBay Sarl hereby assigns all current and future Defect Receivables to you subject to the condition precedent in section 6.8.3 below and you hereby accept the assignment of all current and future Defect Receivables.

6.8.3 The assignment of the relevant Defect Receivable above is subject to the condition precedent that eBay Sarl notifies you of the re-assignment (the "Re-Assignment Notice").

6.8.4 You are obliged to pay back any purchase price which you have received for the Defect Receivables from eBay Sarl without undue delay after eBay Sarl has provided the relevant Re-Assignment Notice. eBay Sarl is entitled to set-off this claim which you are obliged to pay to eBay Sarl with any further payment which eBay Sarl is obliged to pay to you.

## 6.9. Refunds

6.9.1 In case you initiate a refund for any Purchased Receivable ("Refunded Receivable"), the refunding process will be initiated by eBay Sarl through Adyen, and RatePAY will pay the refund to the buyer.

6.9.2 You shall reimburse eBay Sarl in connection with any costs, expenses or liabilities incurred by eBay Sarl in connection with any Refunded Receivable ("Reimbursement Claim") limited to the purchase price of each Refunded Receivable. eBay Sarl is entitled to set-off any Reimbursement Claim with any payment which eBay Sarl is obliged to pay to you.

6.9.3 Upon Adyen's assignment of any Refunded Receivable in part or in whole (if any) to eBay Sarl, eBay Sarl will consequently assign such Refunded Receivable to you.

## 6.10. Information Undertakings / Further Assistance

6.10.1 You shall undertake to inform eBay Sarl promptly upon becoming aware of (i) any breach of a guarantee according to section 6.7 regarding any Purchased Receivable or (ii) any other event that may materially impair or jeopardise the realisation of the Purchased Receivables or might materially change your solvency or, subject to you becoming aware of it, the probability of payment of the Purchased Receivables by the buyer.

6.10.2 In case a buyer files an objection against a Purchased Receivable with RatePAY, RatePAY will notify eBay Sarl using the dispute platform provided by Adyen and eBay Sarl will notify you regarding the objection and instruct you to provide valid proof of shipment or delivery or other proper performance to eBay Sarl in accordance with the [Seller Protection Policy](#). In case such valid proof is not provided in accordance with the [Seller Protection Policy](#), you agree that this will lead to the re-assignment of the Purchased Receivable by RatePAY to Adyen, Adyen to eBay Sarl and subsequently by eBay Sarl to you and the requirement to repay the purchase price by you to eBay Sarl.

6.10.3 In case you receive any payments on the Purchased Receivable, you shall reject these received payments and notify the payer that payment shall be made to RatePAY. You shall notify RatePAY of any rejected payments on the Purchased Receivables.

6.10.4 Upon eBay Sarl's request, you shall promptly hand over to eBay Sarl, Adyen and/or RatePAY any information, records and documents which are necessary or expedient for the examination and the enforcement of the Purchased Receivables. In the event that information, records and documentation necessary for the examination or enforcement of the Purchased Receivables have been transferred by you to third parties (in particular, book-keeping agencies or tax advisors) or the electronic data processing operations are undertaken by third parties, you shall promptly, at eBay Sarl's request, instruct such third parties to provide and furnish to eBay Sarl, Adyen and/or RatePAY all such necessary information, records and documentation and to supply their services for eBay Sarl, Adyen and/or RatePAY to the extent necessary for the examination or enforcement of the Purchased Receivables.

## 6.11. Payment

The remuneration of eBay Sarl, the terms of payment and the terms of settlement are stipulated in these Payments Terms of Use and the Fee Page.

## 6.12. Right of modification

These General Terms and Conditions for RP Payment Methods and/or the RP-TOP may be modified from time to time in accordance with the modification provisions of Part I, Section 10 of these Payments Terms of Use.

## 6.13. Data Protection

The Parties undertake to process personal data in compliance with applicable data protection law, in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, "GDPR") and supplementing applicable data protection law.

## 6.14. General provisions

6.14.1 Measures to minimise the risk of fraud and payment default may be adjusted by RatePAY, by Adyen or eBay Sarl, based on instructions or requirements of RatePAY, at any time and without your consent. eBay Sarl may terminate the processing and settlement of transactions concerning the RP Payment Method(s) without undue delay or if you no longer fulfill the merchant acceptance criteria or these General Terms and Conditions for RP Payment Methods. Other rights of eBay Sarl to terminate the payment services agreement (i.e. the Payments Terms of Use) or to stop its services in accordance with the provisions of these Payments Terms of Use shall remain unaffected.

6.14.2 eBay Sarl is entitled to transfer Purchased Receivables in whole or in part to Adyen for the purpose of transferring the collection risk pursuant to section 6.6 or refinancing and to store, process and transfer all relevant transaction data to RatePAY insofar as this is necessary for the performance of the contractual relationship, the transfer of the Purchased Receivable or the Chain Factoring. In this respect, you release Adyen from the obligation of non-disclosure. Adyen is entitled to re-assign any Purchased Receivable to RatePAY. RatePAY is entitled to re-assign any Purchased Receivable to any third party.

6.14.3 These General Terms and Conditions for RP Payment Methods for eBay Sellers shall be governed by the law of the Federal Republic of Germany except any assignment of the relevant Seller Receivable which shall be governed under the applicable law by which the relevant Seller Receivable is governed. The provisions of international private law and the UN Sales Convention shall not be applicable. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your relevant country of your residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of German law.

## 7. Klarna

On certain European eBay sites, buyers may choose a Klarna Payment Method to pay the purchase price for any item you sell them. You hereby agree to and shall comply with the terms and conditions for Klarna Payment Methods (“Klarna Payment Methods Terms”), which shall form an integral part of these Payments Terms of Use. Subject to the following, you agree to sell and assign your purchase price claims against buyers who choose a Klarna Payment Method to eBay Sarl, which will then sell and assign these claims to Adyen N.V. (“Adyen”), which will in turn sell and assign these claims to Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden (“Klarna”). The buyers who use a Klarna Payment Method will make their payments to Klarna, which will forward the payments through Adyen to eBay Sarl, so that eBay Sarl will process and settle such payments according to these Payments Terms of Use.

## 7.1. Contractual object and scope

7.1.1 These Klarna Payment Methods Terms shall apply in addition to the other terms and conditions agreed between you and eBay Sarl in these Payments Terms of Use and, in the event of a conflict, shall prevail over such other terms and conditions in these Payments Terms of Use.

7.1.2 Klarna is a payment institution that is constantly supervised and officially licensed by Finansinspektionen, the Swedish Financial Supervisory Authority. Klarna offers payment methods for integration on eBay Services. The payment methods offered by Klarna (“Klarna Payment Methods”) include payment by invoice and payment by instalments. Your buyers who purchase items on eBay Services may use the currently available Klarna Payment Methods offered by eBay to settle the purchase price claim.

7.1.3 If your respective buyer chooses one of the Klarna Payment Methods in connection with a sales contract on the eBay Services (“Sales Contract”), eBay Sarl acquires your purchase price claims against your buyers including all ancillary rights and will sell and assign these to Adyen. Adyen will then sell and assign the purchased claims to Klarna, who will assume the payment default risk in accordance with the following provisions. This arrangement is further referred to as “Chain Factoring”.

7.1.4 Klarna and Adyen will not be a party to and not have any obligation under these Payments Terms of Use or any other agreement between you and eBay Sarl, eBay, the buyer or any third party.

## 7.2. Integration of the Klarna Terms of Payment and the Klarna Privacy Notice

In case of payment by invoice, you shall conclude with each buyer the [Klarna terms for payment by invoice](https://cdn.klarna.com/1.0/shared/content/legal/terms/27220/de_de/invoice?fee=0) (“Klarna Pay Later Terms”) for the buyer’s use of Klarna Payment Methods, as available online at [https://cdn.klarna.com/1.0/shared/content/legal/terms/27220/de\\_de/invoice?fee=0](https://cdn.klarna.com/1.0/shared/content/legal/terms/27220/de_de/invoice?fee=0). You hereby agree and accept that the Klarna Pay Later Terms shall become an integral part of each Sales Contract where the buyer uses the Klarna Payment Method payment by invoice. Also, the Klarna Data Privacy Notice (“Klarna-PN”) shall be made available to any buyer using a Klarna Payment Method. You hereby agree that Klarna has the Klarna Pay Later Terms and the Klarna-PN implemented into the payment check-out of the Klarna Payment Methods and instruct Klarna to have the Klarna Pay Later Terms and the Klarna-PN made available to the buyer on your behalf.

## 7.3. Purchase and Assignment of Seller Receivables

7.3.1 You agree that each receivable against your respective buyer in connection with a Sales Contract where your buyer has chosen a Klarna Payment Method and which is nominated in EUR (jointly the “Seller Receivables” and each a “Seller Receivable”) will automatically be offered to eBay Sarl for purchase after conclusion of each Sales Contract. eBay Sarl will either accept your offer by proceeding with the payment process, or reject your offer. Such offer and acceptance will conclude a purchase agreement between you and eBay Sarl (“Single Purchase Agreement”) regarding the relevant Seller Receivable which is purchased (the “Purchased Receivable”) in accordance with these Klarna Payment Methods Terms.

7.3.2 You hereby assign, subject to the conclusion of a Single Purchase Agreement, all your current and future Seller Receivables including ancillary rights (such as rights for any securities, transport and deficiency insurance claims, withdrawal or rescission rights, or other claims against third parties with respect to the relevant Seller Receivable) to eBay Sarl, and eBay Sarl hereby accepts the assignment.

7.3.3 Upon conclusion of a Single Purchase Agreement, you and eBay Sarl reiterate the assignment of the relevant receivable identified through the transaction-ID in the purchase offer whereby the purchase offer constitutes an offer to assign the relevant receivable from you to eBay Sarl and the acceptance of purchase offer constitutes an acceptance of this offer by eBay Sarl.

7.3.4 In case there is any doubt about the validity of the assignment of the Seller Receivables and this requires any further declaration or action by you, you will execute such declaration or action upon request of eBay Sarl.

7.3.5 You irrevocably authorize eBay Sarl with the power of sub-delegation to notify the relevant buyer regarding the assignment of the Seller Receivable and to exercise non-assignable rights, such as contractual rights, in connection with the Seller Receivables in its own name.

## 7.4. Collection Risk/Collection

7.4.1 Except in a case of a Defect Receivable pursuant to section 7.6.1, eBay Sarl bears the risk that the Purchased Receivables are not collectable from the respective buyer in part or in full, in particular caused by the insolvency of the buyer. eBay Sarl will pay the purchase price (minus the agreed fees and expenses of eBay Sarl) for the relevant Purchased Receivable regardless of whether it chooses to enforce the relevant Purchased Receivable.

7.4.2 The collection and enforcement of the Purchased Receivables is the responsibility of eBay Sarl. eBay Sarl shall bear any and all costs in this regard.

7.4.3 eBay Sarl will transfer the economic risks of the obligations described in section 7.4.1 and 7.4.2 to Adyen and consequently to Klarna in accordance with the Chain Factoring as described in section 7.1.3.

## 7.5 Representations and Warranties

7.5.1 Every time upon entering into a Single Purchase Agreement concerning a Purchased Receivable, you represent and warrant to eBay Sarl that

- i. the Purchased Receivable is valid, validly assigned to eBay Sarl and enforceable against the buyer;
- ii. you hold free and clear title to, and may freely assign and transfer, the Purchased Receivable, and the Purchased Receivable has not yet been assigned or transferred to third parties; and
- iii. you will ship, deliver or provide the respective item(s) to the relevant buyer completely, on time and in accordance with the Sales Contract with the respective buyer in order that the respective buyer is not able to exercise any right or claim of retention, set-off, supplementary performance, reduction, recession right or damage claims.

7.5.2 Each of these representations and warranties to eBay Sarl with respect to a Single Purchase Agreement will be provided by eBay Sarl to Adyen (and by Adyen to Klarna) back-to-back in accordance with the Chain Factoring arrangement.

## 7.6. Assignment of Purchased Receivables back to You/Disputes

7.6.1 If the relevant Purchased Receivable fulfills one of the following criteria (the “Defect Receivable”):

- a. the buyer reverses the Sales Contract on the basis of a mandatory withdrawal right or a voluntary right of return offered by you;
- b. in case of an eMBG claim or a payment dispute; for example, if the buyer objects to a Purchased Receivable, if - upon request of eBay Sarl - you do not provide valid proof of shipment or delivery or other proper performance to eBay Sarl in accordance with the [Seller Protection Policy](#);
- c. you are in breach of a representation and warranty pursuant to section 7.5.1 in respect of the Purchased Receivable;

or in any other case where you give a refund to a buyer for any Purchased Receivable (“Refunded Receivable”), and Adyen consequently decides to use its right to assign back the relevant Defect/Refunded Receivable to eBay Sarl, eBay Sarl is entitled to assign back any Defect/Refunded Receivable to you.

7.6.2 eBay Sarl hereby assigns all current and future Defect/Refunded Receivables to you subject to the condition precedent in section 7.6.3 below and you hereby accept the assignment of all current and future Defect/Refunded Receivables.

7.6.3 The assignment of the relevant Defect/Refunded Receivable above is subject to the condition precedent that eBay Sarl notifies you of the re-assignment (the “Re-Assignment Notice”).

7.6.4 You are obliged to pay back any purchase price which you have received for the Defect/Refunded Receivable from eBay Sarl without undue delay after eBay Sarl has provided the relevant Re-Assignment Notice. eBay Sarl is entitled to set-off this claim which you are obliged to pay to eBay Sarl with any further payment which eBay Sarl is obliged to pay to you.

## 7.7. Information and Assistance Obligations/General Provisions

7.7.1 You shall undertake to inform eBay Sarl promptly upon becoming aware of (i) any breach of a representation and warranty according to section 7.5.1 regarding any Purchased Receivable or (ii) any other event that may materially impair or jeopardise the realisation of the Purchased Receivables or might materially change your solvency or, subject to you becoming aware of it, the probability of payment of the Purchased Receivables by the buyer.

7.7.2 In case you receive any direct payments from a buyer on the Purchased Receivable, you shall reject these received payments and refund the buyer, and notify the payer that payment shall be made to Klarna. You shall notify eBay Sarl of any rejected payments on the Purchased Receivables.

7.7.3 Upon eBay Sarl’s request, you shall promptly hand over to eBay Sarl, Adyen and/or Klarna any information, records and documents which are necessary or expedient for the examination and the enforcement of the Purchased Receivables.

## 8. Corrective Measures

If we become aware of suspected or actual fraud or other security threats affecting your eBay account, we will notify you by email and provide you with instructions on how to protect such account.

## 9. Financial Regulations Consent

eBay Sarl will share information you provided to eBay Sarl with our Affiliates or third parties only for the purpose of such Affiliates and third parties assisting us in providing Managed Payments as described in [Part I, Section 8](#) (Third party Providers), or in accordance with the following consent.

You expressly consent to eBay Sarl sharing your information with our Affiliates or third parties under the conditions and for the purposes as described below. By sharing this information, we and the respective Affiliate will be able to comply with applicable law. This will allow us and our Affiliates to continue to provide our services to you.

- We may share your information with eBay GmbH or the eBay Affiliate which is providing the eBay Services to you according to the [User Agreement](#), to the extent these eBay Affiliates are required to obtain such information from you under the [Digital Services Act](#) (Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC). The Digital Services Act obligates platform operators like eBay to obtain and validate certain information from professional sellers offering goods and services to consumers in the EU. Such information can among others include identification information about you (including for example a copy of your identification document or an equivalent electronic document), information on your account with us (including information related to your Linked Financial Account), as well as the results of any verification of such information performed by us.
- We may share with eBay GmbH (the entity providing the eBay Services to customers in the EU under the [User Agreement](#)) your Linked Financial Account information and the total amounts paid to you in a given quarter including amounts withheld for fees and taxes, as well as any other information about you to allow eBay GmbH to comply with its obligations under the [EU DAC7 tax directive](#) (Council Directive (EU) 2021/514 of 22 March 2021 amending Directive 2011/16/EU on administrative cooperation in the field of taxation). Under this directive as transposed into national law, eBay GmbH is required to collect customer information for certain sellers and report this to EU tax authorities.
- We may share with eBay Inc. (the entity that facilitates the offer, sale, and purchase of goods and services on the eBay.com e-commerce marketplace) your Linked Financial Account information to enable eBay Inc. to comply with United States federal and state laws that require online marketplaces to collect and verify certain information regarding high-volume third party sellers of consumer products on such online marketplaces. These laws include the United States INFORM Consumers Act (H.R. 2617 – 117th Congress (2021-2022)) and any such substantially similar laws as may be adopted in the United States from time to time.
- We may, directly or through our Affiliates, disclose account information to intellectual property rights owners on the basis of applicable national law of an EU member state in an out-of-court disclosure process, in the event of an infringement of their intellectual property rights for which our payment services have been used (including, but not limited to, Art. 19 of the German Trademark Act).

## 10. General Provisions

### Exclusion of Certain Provisions for Non-Consumers

If you are a business which uses the Payment Services, you agree that Articles 79 (1), 81 (3), 86, 88, 89, 90, 93, and 101 and Title III of the Law of 10 November 2009 on payment services shall not apply to your use of the Payment Services.

### Individuals

If you are an individual acting in your own capacity and not on behalf of a business, you may not use the Payment Services to receive or transfer funds on behalf of another natural person or a legal entity.

### Complaints

Any complaints about eBay Sarl or the services it provides should first be addressed to eBay Sarl. You agree that all responses from eBay Sarl relating to such complaints may be sent to you by email.

Should you not be satisfied with eBay Sarl’s responses, you may also escalate your complaint to the CSSF ([www.cssf.lu](http://www.cssf.lu)), which is the competent authority to receive out-of-court complaints by customers of payment service providers authorized in Luxembourg. For further information please refer to our [Complaints Procedure](#).

### Communication

We will communicate with you in the language(s) in which we provided these Payments Terms of Use to you. You agree that we may give you notice or other information by posting it in your eBay Account, emailing it to your registered email address, mailing it to your registered physical address, calling your phone number, or sending you mobile messages.



Legal notices to eBay Sarl (except for termination notices pursuant to Part I, Section 11) shall be served by mail to the following address: eBay S.à.r.l., 22-24 Boulevard Royal, L-2449 Luxembourg.

You may request a copy of any legally required disclosures (including these Payments Terms of Use) from us; we will then provide it to you in a format which allows you to store and reproduce the information (for example, by email) or, upon your request, on paper.

## Governing Law and Jurisdiction

These Payments Terms of Use shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. If you are acting as a consumer (rather than as a business) and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Luxembourg law.

As a consumer, you may bring any judicial proceedings relating to the General Payments Terms and these Additional Payments Terms for Payment Services provided by eBay Sarl before the competent court of either your place of residence or eBay Sarl's place of business in Luxembourg. If eBay Sarl wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business seller, you agree to submit to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg.

## IV. ADDITIONAL TERMS FOR SERVICES PROVIDED BY ECCA

In addition to the General Payments Terms above, the following provisions apply with respect to Payment Services you receive from ECCA. Within this section, "we" or "us" refers to ECCA.

As between you and ECCA, these Payments Terms of Use incorporate by this reference the [User Agreement](#). In the event of any conflict between the [User Agreement](#) and these Payments Terms of Use, these Payments Terms of Use will govern.

We may change, discontinue, enhance, or modify features of Managed Payments at any time.

### 1. Receipt and Settlement of Funds

After a Managed Payments transaction occurs, you will receive a notification confirming such payment transaction. **In certain instances, your transaction may be declined, frozen, or held for any reason including for suspected fraud, high risk or potential violation of any eBay or ECCA policies, or a policy of one of our third-party payments services providers.**

If we are your Payout Entity, we will initiate settlement of proceeds received to your Linked Financial Account. Your transaction proceeds, other than those being held in accordance with these Payments Terms of Use, and subject to the estimated settlement times set forth in the next sentence, will be aggregated to a daily batch for settlement to you on a regular basis (for example, a single daily settlement for all transactions ready for disbursement to you that day), unless otherwise requested by you and agreed to by us. We anticipate that Managed Payments transactions proceeds will generally be settled in your Linked Financial Account approximately two to seven business days after the buyer's transaction, although actual settlement times may vary for individual transactions based on circumstances such as your bank's processing times. However, we may diverge from this procedure as needed for compliance or operational reasons. If we are unable to settle your proceeds, then, depending on the reason why we are unable to settle your proceeds, we may refund the buyer (e.g., in the event that we cannot process your information for technical reasons or you violate these Payments Terms of Use, etc.) or otherwise process these funds in accordance with applicable law or our policies.

### 2. Authorization to Pay

The authorization to pay for Owed Amounts in accordance with Part I, Section 9 is an electronic pre-authorized debit agreement ("**PAD Agreement**") that you are entering into for business purposes to allow eBay to debit your designated bank account, and is subject to the rules of Payments Canada.

By completing registration for Managed Payments, you hereby authorize ECCA (or its Affiliates) and the financial institution that has issued your Linked Financial Account to debit your Linked Financial Account for Owed Amounts in variable amounts at such intervals as when you have Owed Amounts that are due and owing and we are unable to collect such Owed Amounts from your current or future disbursements.

**You agree to waive all pre-notification requirements under the Payments Canada rules in respect of any variable debits originated under this PAD Agreement. ECCA will notify you by email regarding any one-time or sporadic debits in order to obtain your authorization.**

ECCA, or its Affiliates, will charge your account a CDN\$ 7.00 fee by way of a separate debit for each and every debit transaction authorized above that is unsuccessful or returned unpaid by your financial institution. We shall have no liability to you whatsoever caused by a dishonored debit.

If you would like to cancel this PAD Agreement, you may do so at any time by contacting ECCA. If you cancel this PAD Agreement without providing a new authorization, we may suspend or cancel your Payment Services and eBay may suspend or cancel your eBay Services.

You have certain recourse rights if any debit does not comply with this PAD Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, or for further information on your right to cancel this PAD Agreement and applicable forms, you may contact your financial institution or visit [www.payments.ca](http://www.payments.ca).

### 3. Legal Disputes

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND EBAY HAVE AGAINST EACH OTHER ARE RESOLVED.**

You and ECCA agree that any claim or dispute at law or equity that has arisen, or may arise, between you and ECCA (including any claim or dispute between you and a third-party agent of ECCA) that relates in any way to or arises out of this or previous versions of these Payments Terms of Use, your use of or access to the Payment Services, the actions of ECCA or its agents, will be resolved in accordance with the provisions set forth in this Legal Disputes Section.

- **Law and Forum for Disputes if you do not reside in Quebec** - These Payments Terms of Use and any dispute or claim you have against eBay shall be governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below you agree to submit to the jurisdiction of the courts located in Toronto, Ontario for the resolution of and all claims or disputes you may have against ECCA.
- **Law and Forum for Disputes if you reside in Quebec** - These Payments Terms of Use and any dispute or claim you have against ECCA shall be governed in all respects by the laws of the Province of Quebec and the federal laws of Canada applicable therein.
- **Arbitration Option** - For any dispute or claim (excluding claims for injunctive or other equitable relief) where the total amount of monetary relief sought is less than CDN\$15,000, the parties may elect to resolve the dispute in a cost-effective manner through binding arbitration. In the event that the parties agree to arbitration, such arbitration shall be conducted pursuant to the simplified arbitration procedure set out in the arbitration rules of the ADR Institute of Canada, in force at the time of the dispute. Unless the parties agree or the arbitrator determines otherwise, the arbitration shall not involve any personal appearance by the parties or witnesses and shall be conducted by telephone, online and/or be solely based on written submissions. Any judgement on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**Improperly Filed Claims** - All claims you bring against ECCA must be resolved in accordance with this Resolution of Disputes section. All claims filed or brought contrary to the Resolution of Disputes section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, ECCA may recover attorneys' fees and costs up to CDN\$1500, provided that eBay has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim. Except as stated otherwise, legal notices to ECCA shall be served on ECCA's national registered agent.

**[Does not apply if you reside in Quebec]** Any translation of these Payments Terms of Use and all related documents is done for our users' convenience and in the event of a dispute between the English and French version, the English version of these Payments Terms of Use and all related documents shall govern.

If you are a resident of the Province of Quebec, the following clause applies: The parties hereby confirm that they have requested that these Payments Terms of Use and all related documents be drafted in English. *Les parties ont exigé que la présente convention et tous les documents afférents soient rédigés en langue anglaise.*

## V. ADDITIONAL TERMS FOR SERVICES PROVIDED BY ECA

In addition to the General Payments Terms above, the following provisions apply with respect to Payment Services you receive from ECA. Within this section, "we" or "us" refers to ECA.

As between you and ECA, these Payments Terms of Use incorporate by this reference the [User Agreement](#). In the event of any conflict between the [User Agreement](#) and these Payments Terms of Use, these Payments Terms of Use will govern.

We may change, discontinue, enhance, or modify features of Managed Payments at any time. If ECA is your Payout Entity, we will notify you of any material changes or modifications to the features of Managed Payments through eBay messages (in My eBay) or directly to the email address linked to your account.

### 1. Receipt and Settlement of Funds; Disabling Payment Methods

After a Managed Payments transaction occurs, you will receive a notification confirming such payment transaction. In certain instances, your transaction may be declined, frozen, or held for any reason including for suspected fraud or potential violation of any eBay or ECA policies, or a policy of one of our third-party payments service providers.

If we are your Payout Entity, we will initiate settlement of proceeds received to your Linked Financial Account. Your transaction proceeds, other than those being held in accordance with these Payments Terms of Use, and subject to the estimated settlement times set forth in the next sentence, will be aggregated to a daily batch for settlement to you to be paid out as agreed with you (for example, a single daily settlement for all transactions ready for disbursement to you that day). We anticipate that Managed Payments transaction proceeds will generally be settled to your Linked Financial Account approximately two to seven business days after the buyer's transaction, although actual settlement times may vary for individual transactions based on circumstances such as your bank's processing times. However, we may diverge from this procedure as needed for compliance or risk reasons. If we are unable to settle your proceeds, then, depending on the reason why we are unable to settle your proceeds, we may refund the buyer (e.g., in the event that we cannot process your information for technical reasons etc.) or otherwise process these funds in accordance with applicable law or our policies.

We may disable specific payment method(s) available to buyers for all or some of your listings if we reasonably believe the use of such payment methods for your transactions will increase regulatory, financial, or other risk to us. For example, if you would like to offer a high-priced item with a new eBay account, we may disable such payment methods where the amount is credited with a time delay after the transaction (e.g. Buy Now Pay Later). In assessing the risk, we consider relevant factors such as your sales history, service status, eBay account history, risks associated with certain item categories, transaction value, and number and monetary amounts of eBay Buyer Protection cases. We will re-enable the affected payment method(s) for your listings once the risk no longer exists.

### 2. Unsuccessful Direct Debits

We will charge your account an AUD 8.00 fee by way of a separate debit for every debit transaction for an Owed Amount that is unsuccessful or returned unpaid by your financial institution. We shall have no liability to you whatsoever caused by a dishonored debit.

### 3. Legal Disputes

If a dispute arises between you and ECA, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first [contact us](#) to seek a resolution. If your dispute is not resolved by contacting Customer Service, all legal notices and formal disputes should be sent to ECA's registered agent in accordance with the "Notices" section below. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

#### Law and Forum for Legal Disputes

These Payments Terms of Use will be governed in all respects by the laws of New South Wales. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and ECA irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

#### Notices

Legal notices must be served on ECA's registered agent (in ECA's case) or to the email address you provide to eBay during the registration process (in your case). Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

Any notices to ECA's registered agent must be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail) or by facsimile transmission to eBay Commerce Australia Pty Ltd c/o Corrs Chambers Westgarth, Quay Quarter Tower, 50 Bridge Street, Sydney NSW 2000, Fax: (02) 9210 6611.

## VI. ADDITIONAL TERMS FOR SERVICES PROVIDED BY ECUK

In addition to the General Payments Terms above, the following provisions apply with respect to Payment Services you receive from ECUK. Within this section, "we" or "us" refers to ECUK.

As between you and ECUK, these Payments Terms of Use incorporate by this reference the provisions of the [User Agreement](#) to the extent applicable to this agreement. In the event of any conflict between the [User Agreement](#) and these Payments Terms of Use, these Payments Terms of Use will govern.

### 1. Payment Service; Disabling Payment Methods

You authorize ECUK to acquire and settle payments that it receives on your behalf. When you sell an item on eBay, you are deemed to be a payee, with ECUK acting as your payment service provider. In a refund, chargeback, or similar scenario, or if you use your funds to pay, you may be deemed to be a payer, again with ECUK acting as your payment service provider. If ECUK is your Payout Entity, ECUK will open and hold a payment account for you.

The acceptance of a buyer's payment instrument (for example, their Visa card), once it has been authorized for payment, satisfies the buyer's payment obligation to you, regardless of whether we actually settle such payment to you. In the event that we do not make any such payment to you as described in these Payments Terms of Use, you will have recourse against us only and not against the buyer. To the extent permissible under the rules of any third-party or governmental body with jurisdiction over us, you agree that we are not liable for your acts and omissions and you understand that we disclaim any such liability.

We may disable specific payment method(s) available to buyers for all or some of your listings if we reasonably believe the use of such payment methods for your transactions will increase regulatory, financial, or other risk to us. For example, if you would like to offer a high-priced item with a new eBay account, we may disable such payment methods where the amount is credited with a time delay after the transaction (e.g. direct debit or payment upon invoice). In assessing the risk, we consider relevant factors such as your sales history, service status, eBay account history, risks associated with certain item categories, transaction value, and number and monetary amounts of eBay Buyer Protection cases. We will re-enable the affected payment method(s) for your listings once the risk no longer exists.

## 2. Execution of Payment Transactions

When you, as a payee or payer, use Managed Payments, the payment transactions will be executed in accordance with the payment schemes rules and procedures, or as otherwise agreed.

### Required Information

Your payer (for example, the buyer of an item you sell on eBay) must ensure we are provided with the data required for us to execute the payment transaction. If we do not have sufficient data to execute such transaction, we reserve the right to ask your payer's payment service provider for the required information.

We require the following information for the execution of a payment transaction:

- Your name,
- Your eBay username,
- The buyer's name (where applicable),
- The buyer's eBay username, and any other data about the buyer which the buyer's payment service provider or we may require (where applicable),
- The currency of the payment transaction (if possible, in abbreviated form),
- The amount of the payment transaction, and
- The beneficiary's payment details.

We may also require specific information, such as a one-time authorization code sent to your verified phone number or email address, to authenticate a payment transaction (or to allow you to access certain information related to Managed Payments on eBay).

To the extent reasonably possible, we will automatically utilize the information stored in our systems. Where the required information provided by you or your payer is not fully available or is inaccurate, we will not bear any liability for any damage, delay, or other consequence from the non-execution or defective execution of the relevant payment transaction.

### Receipt of Payment Orders

A payment order will be deemed to have been received by us if:

- Carried out by means of a payment card, then in accordance with the card schemes rules; or
- Received by our available electronic communication channels, then on the business day when it is actually received by us.

If the payment order is not received on a business day, it will be deemed to be received on the next business day. "Business days" in this Part III of these Payments Terms of Use shall mean the days on which banks in London are open for regular business.

You may not revoke a payment order after we have received it. However, if we have agreed that a payment order will be executed on a certain future date, the business day prior to this future date will be the latest you can revoke the payment order.

### Refusal of Payment Orders

We reserve the right to refuse the execution of a payment order when:

- The payment order information contains factual errors and/or is incomplete;
- You have not satisfied your obligations under these Payments Terms of Use or any other agreement between you and us;
- There are doubts about the validity of the instruction, or the identity or authority of the person giving the payment order; or
- The payment order, if executed, would lead to a breach of the applicable rules, laws, or regulations.

We may charge a reasonable fee for such a refusal.

You acknowledge that when executing a payment transaction, we may have to disclose information mentioned above and your legal address to the other party's payment service provider and, where relevant, also to intermediaries involved in the execution of the payment transaction. You expressly accept and instruct us to disclose such data.

Where you are the payer, the execution of the transaction may depend on us having received the respective amount from you prior to the execution.

## 3. Settlement of Funds; Shipping Labels

If we are your Payout Entity, we will initiate settlement of proceeds received to your Linked Financial Account. Your payments will generally be initiated either automatically according to the schedule you have pre-selected or "on demand" based on an individual payment instruction we receive from you. However, if your payment account is not configured to include a regularly scheduled settlement, we may periodically sweep available funds out of your payment account and send them to your Linked Financial Account.

Your transaction proceeds, other than those being held in accordance with these Payments Terms of Use, and subject to the estimated settlement times set forth below, will be aggregated to a daily batch for settlement to you as agreed with you. For example, if you select weekly payouts, a single settlement will be initiated automatically once a week for all transactions ready for disbursement to you on that day. If you select daily payouts, your available proceeds will be automatically disbursed once every day. If you request a payout on demand, a single settlement will be initiated for all transactions ready for disbursement to you on that day. You may be able to choose to have only a portion of your available transaction proceeds paid out to your Linked Financial Account, leaving the rest in your payment account.

We anticipate that the disbursement of Managed Payments transactions proceeds to your Linked Financial Account will be initiated approximately one to two business days after the buyer's order, although actual settlement times may vary for individual transactions depending on the buyer's payment method, and when the payments transaction is received by us. We may diverge from this procedure as needed for compliance or risk reasons. If we are unable to settle your proceeds, then, depending on the reason why we are unable to settle your proceeds, we may refund the buyer (e.g., in the event that we cannot process your information due to technical reasons etc.) or otherwise process these funds in accordance with applicable law.

We will provide you with monthly statements of your transactions free of charge, which can be accessed in the [Seller Hub](#).

If buyers purchase a return shipping label at their own expense on the eBay website, eBay may automatically deduct the label costs from the refund amount a buyer receives from you. If this occurs, you agree (as a debtor to the buyer for the refund) to be delegated as a debtor to the shipping carrier for the label costs, and authorize us to use the relevant part of the refund amount to pay the shipping carrier on your behalf. You will not bear any additional shipping costs in this event.

#### **4. Liability for Unauthorized Payment Transactions**

You will be fully liable for all losses relating to an unauthorized payment transaction if you acted fraudulently with respect to such a payment transaction, or if you failed to fulfill one or more of the obligations under this agreement (such as keeping your credentials safe or notifying us without undue delay) with intent or gross negligence.

#### **5. Our Liability**

We will refund you in full and are liable for losses directly and reasonably foreseeably incurred by an incorrectly or non-executed payment transaction, provided that you have informed us of such transaction without undue delay after becoming aware of the defect and in no event later than thirteen (13) months after the transaction was executed, unless we failed to make information about the transaction available to you.

To the fullest extent permitted by applicable law, we and our Affiliates (and our and their respective employees, directors, agents and representatives) will not be liable for any direct lost profits, any indirect lost profits, or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with these Payments Terms of Use or Managed Payments (including the inability to use Managed Payments). In addition, to the fullest extent permitted by applicable law, in no event will aggregate liability of us or our Affiliates (and our and their respective employees, directors, agents and representatives) arising out of or in connection with these Payments Terms of Use, the transactions contemplated hereby, or Managed Payments exceed the actual amount of direct damages (excluding direct loss of profits), whether in contract, tort (including negligence, product liability or other theory), warranty, or otherwise.

Without limiting the foregoing, in no event will we or any of our Affiliates be liable to you for any failure or delay by us (or our employees, agents, or representatives) in performing our obligations under these Payments Terms of Use, where such failure or delay is caused by abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary, or where we are bound by other legal obligations covered by applicable law.

#### **6. Corrective Measures**

If we become aware of suspected or actual fraud or other security threats affecting your eBay account, we will notify you by email and provide you with instructions on how to protect such account.

#### **7. General Provisions**

If you are using these payment services of managed payments as a business, you agree that Articles 54 (1), 55 (3), 60, 62, 63, 64, 67, 75, 76 and Part 5 of the Payment Services Regulations 2009 shall not apply to your use of the Payment Services.

##### **Individuals**

If you are an individual acting in your own capacity and not on behalf of a business, you may not use the Payment Services to receive or transfer funds on behalf of another natural person or a legal entity.

##### **Complaints**

Any complaints about ECUK or the services it provides should first be addressed to ECUK. You agree that all responses from ECUK relating to such complaints may be sent to you by email.

Should you not be satisfied with ECUK's answer, you may also escalate your complaint to the FCA ([www.fca.org.uk](http://www.fca.org.uk)), which is the competent authority to receive out-of-court complaints by customers of payment service providers authorized in the UK. For further information please refer to our [Complaints Procedure](#).

If you reside in the United Kingdom, you may escalate your complaint to the Financial Ombudsman Services. For further information, please refer to the [Financial Ombudsman website](#) and [the Financial Ombudsman Services Standard Explanatory Leaflet](#).

##### **Communication**

We will communicate with you in the language(s) in which we provided these Payments Terms of Use to you. You agree that we may give you notice or other information by posting it in your eBay Account, emailing it to your registered email address, mailing it to your registered physical address, calling your phone number, or sending you mobile messages.

Legal notices to ECUK (with the exception of a termination notice pursuant to Section 9) shall be served by mail to the following address: eBay Commerce UK Ltd, Hotham House, 1 Heron Square, Richmond upon Thames, Surrey TW9 1EJ, United Kingdom.

You may request a copy of any legally required disclosures (including these Payments Terms of Use) from us; we will then provide it to you in a format which allows you to store and reproduce the information (for example, by email) or, upon your request, on paper.

##### **Governing Law and Jurisdiction**

These Payments Terms of Use shall be governed by and construed in accordance with the laws of England and Wales. If you are acting as a consumer (rather than as a business) and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of English law.

As a consumer, you may bring any judicial proceedings relating to the General Payments Terms and these Additional Payments Terms for Payment Services provided by ECUK before the competent court of either your place of residence or ECUK's place of business in the United Kingdom. If ECUK wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business seller, you agree to submit to the exclusive jurisdiction of the English courts.

Posting Date: March 6, 2023