

## Payments Terms of Use

Effective Upon Acceptance for New Managed Payments Sellers and from March 31, 2020 for Existing Managed Payments Sellers.

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## Introduction

These Payments Terms of Use ("Payments Terms of Use") set out the terms on which the eBay Payment Entities offer you Payment Services (as defined below in Part I, Section 1) in relation to your use of the eBay Services. For the avoidance of doubt, your use of the eBay Services will continue to be governed by the applicable [User Agreement](#). Capitalized terms used herein without a definition have the same meaning as the defined term in the [User Agreement](#). The applicable [User Agreement](#) or related eBay policies may include provisions regarding your use of the eBay Services without Managed Payments (as such term is defined in Part I, Section 1 below) which may conflict with these Payments Terms of Use. You understand that these Payments Terms of Use supersede any and all such conflicting provisions. You agree to comply with the terms herein when accessing or using our Payment Services. If you disagree with any terms of these Payments Terms of Use, do not sell on eBay.

These Payments Terms of Use are between you and the eBay Payment Entities below. If you have international sales, you may receive Payment Services by one or more eBay Payment Entities in accordance with Part I, Section 2 below. Please note that in addition to the General Payments Terms (Part I of these Payments Terms of Use), Additional Payments Terms of each eBay Payment Entity (Parts II, III, IV, and V of these Payments Terms of Use) will apply to the provision of the Payment Services provided by such eBay Payment Entity.

The eBay Payment Entities are members of the eBay Inc. corporate family. Other companies within the eBay Inc. group are herein referred to as our "**Affiliates**".

<b>eBay Payment Entity</b>
<b>Contact</b>
<b>eBay Commerce Inc.</b> 2535 North First Street San Jose, CA 95131  (hereinafter, "eCI")  +1 (800) 456-3229.
<b>eBay S.à r.l.</b> 22-24 Boulevard Royal L2449 Luxembourg RCS registration number: B164557 VAT-ID LU26188648  (hereinafter, "eBay Sarl")  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. 48/13). You can check eBay Sarl's registration details by visiting the CSSF's website at <a href="https://www.cssf.lu/en/">https://www.cssf.lu/en/</a> .  Phone: 033203 851222, daily from 8:00-22:00 Email: <a href="mailto:payments@ebay.de">payments@ebay.de</a>
<b>eBay Commerce Canada Ltd.</b> 44 Chipman Hill Suite 1000 Saint John NB E2L 2A9  (hereinafter, "ECCA")

Phone: 866-278-1053

**eBay Commerce Australia Pty Ltd**

Level 18  
1 York Street  
Sydney NSW 2000  
Australia

(hereinafter, "ECA")

service@ebay.com.au

## I. GENERAL PAYMENT TERMS

This section 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 Section.).

### 1. About Payments on the eBay Services

You agree to have the eBay Payment Entities receive payments on your behalf for items you sell on the eBay Services, and manage settlement of those payments to you (described herein as "**Managed Payments**", "**Payment Services**", or similar references).

Buyers may pay for your items by choosing among the following payment methods, the availability of which may vary by eBay site, such as:

- Certain credit or debit cards (VISA, MasterCard, American Express, and Discover)
- PayPal,
- Google Pay,
- Apple Pay,
- Direct debit, or
- Direct debit, or

We may modify the scope of payment methods available to buyers in our sole discretion. We may change, discontinue, enhance or modify features of Managed Payments at any time.

The underlying sale contract for the purchase of goods is directly concluded between you and the buyer in the same manner as for transactions for which we do not manage payments.

After a Managed Payments transaction occurs, you will receive a notification confirming such transaction. We will initiate settlement of proceeds received to the bank account you communicated to us. You can access the status of your Managed Payments transactions, including settlements and other payments account information, under the Payments tab in the [Seller Hub](#). We reserve our right to manage the risks associated with providing you with the Payment Services by placing restrictions on your access to the funds or by taking other appropriate measures as described in the Additional Payments Terms.

We may use a number of third party payment services providers to assist us in providing Managed Payments, including companies that process payments and disburse settlements, perform risk assessments or compliance checks, verify identity, or validate payment or settlement methods. In this context, we may process your data and transfer it to these third parties. You hereby explicitly consent to our use of such third party service providers, to the outsourcing of services to them, and to the related transfer and processing of data. As applicable, you hereby waive any professional secrecy rights, in order to enable us to provide Managed Payments to you. Even where we use third party service providers, the appropriate payment entity remains responsible to you for the performance of the services contemplated under these Payments Terms of Use.

### 2. International Sales

**eBay may allow you to list your items on more than one eBay site. 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 transactions on one or more sites, as set forth in the table below ("Responsible Payment Entity").
- Your "Payout Entity" is the eBay Payment Entity associated with the country in which you reside or are established as a business.
- If you list an item on an eBay site for which the Responsible Payment Entity is your Payout Entity and your item is purchased on that site, your Payout Entity will process the sales transaction and settle the corresponding funds to your Linked Bank Account (as defined below). For example, if your Payout Entity is eCI, sales transactions on ebay.com will be processed and settled to your Linked Bank Account by eCI.
- If you list an item on an eBay site for which the Responsible Payment Entity is not your Payout Entity and your item is purchased on that site, the Responsible Payment Entity for this eBay site will process the sales transaction and settle the corresponding funds to your Payout Entity, which will receive the funds on your behalf and in turn disburse them to your Linked Bank Account. For example, if your Payout Entity is eCI and you list your item on ebay.de, the sales transaction on ebay.de will be managed by eBay Sarl and settled to eCI. eCI will then disburse the funds to your Linked Bank Account.

The following table sets forth your Payout Entity], the eBay Payment Entity that provides Payment Services for each eBay site, and any Additional Payments Terms that apply to your relationship with each entity.

**eBay Payment Entity**

**Payout Entity for Responsible Payments**

**Entity for Sales Transactions on Additional Payments**

**Terms**

eCI

<p>For sellers residing or established in the United States</p> <p>ebay.com</p> <p><a href="#">ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Inc.</a></p>
<p>eBay Sarl</p> <p>For sellers residing or established in countries in the European Economic Area, the United Kingdom or Switzerland</p> <p>All European eBay sites (including ebay.de, ebay.co.uk, ebay.ie, ebay.fr, ebay.it, ebay.es, ebay.at, ebay.nl, ebay.be, ebay.pl. etc.) and ebay.ch</p> <p><a href="#">ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay S.à r.l.</a></p>
<p>ECCA</p> <p>For sellers residing or established in Canada</p> <p>ebay.ca</p> <p><a href="#">ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Canada Ltd.</a></p>
<p>ECA</p> <p>For sellers residing or established in Australia</p> <p>ebay.com.au</p> <p><a href="#">ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Australia Pty Ltd</a></p>

If you reside outside the European Union and Switzerland, the performance of any Payment Services provided to you by eBay Sarl is deemed suspended until an item you listed on a European eBay site or the Swiss eBay site is sold.

### 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 or set forth below, specified [here](#) ("Fee Page"). Such fees and expenses may be subject to change.

### 4. Seller Onboarding

Eligibility for Managed Payments is by invitation only. You must be approved to receive services from us to have your eBay account enabled for Managed Payments. In order to use our services, you must register and accept these Payments Terms of Use. By submitting the online application, you make an 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 and can commence conversion of your listings to enable Managed Payments, which may take several weeks in some instances.

To set up and use your account for payments managed by us, you must:

- Link a bank account, so that you may receive settlements of proceeds from Managed Payments to this bank account ("Linked Bank Account"). The bank account must be based in your country of residence and denominated in local currency (for example, you must link a US-based checking account denominated in US Dollars if you reside in the US, or an EEA-based payment account denominated in EUR if you reside in the EU). Notwithstanding any other terms about settlement methods on the eBay Services (including [eBay's payment policies](#) and information available when you create listings, which may continue to display settlement methods that are not currently supported for payments that we manage), disbursements via other settlement methods, such as to PayPal, are not available at this time. You may change your Linked Bank Account at any time, but the effectiveness of the change is subject to our anti-money laundering obligations, and security, risk, and account verification processes. If you change your Linked Bank Account, pending payouts may be delayed for security reasons.
- Provide us with all information which we may require for purposes that include verifying your identity, complying with applicable anti-money laundering and sanctions screening obligations, allowing us to manage settlements of your transaction proceeds, and assessing fraud and risk. This information may include, without limitation, your full name, address, phone number, date of birth, taxpayer identification number, account information, and a form of government-issued identification (e.g., a copy of your identity card or driver's license). You understand that we will be unable to settle your proceeds, or issue you a United States Internal Revenue Service Form 1099-K or any other required tax documents, as applicable, if you do not provide us (and update us, as appropriate) with accurate contact information and other requested data.
- Maintain the accuracy of the information we have on file, and consent to our updating such stored information from time to time 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.
- Comply with all applicable laws, regulations, rules and terms and conditions in connection with the 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 chargebacks, prohibited items, and overdrafts. Failure to abide by third party terms and conditions may result in fees assessed to you or

other actions taken by such third parties, and you agree that we have no control over, or responsibility or liability for, such fees 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 Managed Payments (in which case your account may be reverted to its original state without Managed Payments, or, if this reversion is not possible, your ability to sell on eBay will be limited, suspended or terminated) 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 provided by you.

Once you complete the managed payments onboarding process and have received notification that you are approved to receive Payment Services, your existing listings in the eBay account you enabled for Managed Payments will be automatically configured so that payments from buyers are managed by us on your behalf, except in those few use cases set forth in Sections 5 and 6. Your listings with Managed Payments may not be immediately searchable upon completion of account set up for us to manage your payments. If you have existing claims pending under [eBay Money Back Guarantee](#) for transactions without Managed Payments, those claims will continue until resolved. Subject to these Payments Terms of Use and other applicable policies, once your eBay account is enabled for Managed Payments, any new listings you create will be enabled for Managed Payments. Transactions that occur after you are approved to receive Managed Payments services may not be managed by the eBay Payment Entities until such time as your request can be processed, which may take a number of days in some circumstances.

## 5. Prohibited Items and Shipping

We are unable to manage payments for [prohibited and restricted items](#). Before listing your item, make sure the item complies with eBay's rules as well as all laws and any additional restrictions imposed by credit card associations, network rules, or a third party payments service provider that we may use. If you list an item in violation of any rule(s) and we are fined or otherwise penalized by a regulator, we may recoup such penalty from you in accordance with applicable law and these Payments Terms of Use.

When you receive notice from us 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 buyer's selection from the [shipping options](#) that you made available in your listing. You agree to deliver all items purchased pursuant to the terms of your listing and the [User Agreement](#), and perform all other necessary transaction-related actions, when we notify you that we have received payment from your buyer.

## 6. Managed Payments Limitations

Notwithstanding any other terms on the eBay Services, the following limitations apply to sellers whose accounts are enabled for Managed Payments:

- Your ability to list items directly on any of eBay's international Services, and direct us to display listings on eBay Services other than the eBay Service on which you originally listed, may be limited.
- [eBay Authenticate](#) currently is not compatible with Managed Payments.
- [eBay for Charity](#) is not currently supported by Managed Payments. However, we may enable it in the future at our sole discretion.
- We will not manage payments for offline payment methods (such as bank or personal check, money order and payment on pickup) offered in some listings through the eBay accounts that are enabled for Managed Payments. Vehicles deposits also will not be included in Managed Payments. These 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.
- You will be opted in to the [Seller Hub](#), which will be the place for you to obtain payments information (e.g., your recent settlements) for Managed Payments transactions.

This list serves as a guide to you, but may not be exhaustive of all exclusions for Managed Payments.

If you use Managed Payments, certain types of active listings you have may end as they are currently not supported by Managed Payments (however, we may add support for these types of listings in the future).

## 7. Your Liability

### Returns and Cancellations; Refunds

Notwithstanding any other terms about refunds, returns, and cancellations on the eBay Services, if your buyer is entitled to a refund for a [return or cancellation](#) for a Managed Payments transaction, you understand that we are authorized to refund the buyer the amounts paid for returned or cancelled transactions on your behalf or that you will have to instruct us to refund the buyer pursuant to eBay's [returns policy](#). You can issue a refund by accessing the [Seller Hub](#).

### eBay Money Back Guarantee

eBay offers buyer protection ("eBay Money Back Guarantee") on certain eBay Services to ensure that buyers receive the item they ordered or get their money back. Notwithstanding any other terms for such buyer protection programs with respect to eBay Services, if your buyer files a claim under the [eBay Money Back Guarantee](#) program for a Managed Payments transaction, you understand that the respective eBay company offering the [eBay Money Back Guarantee](#) ("eMBG Service Provider") will request us to reimburse the buyer on your behalf pursuant to the [eBay Money Back Guarantee policy](#). In the event that payment funds we are processing on your behalf are insufficient for refunding the buyer based on a successful eBay Money Back Guarantee claim, you are obliged to reimburse the eMBG Service Provider for any additional amounts owed to the buyer. You authorize us to recoup these amounts from you on behalf of the eMBG Service Provider in accordance with our and eBay's policies and procedures (including any amounts resulting from international transactions as stipulated in the [eBay Money Back Guarantee policy](#)).

### Disputes

In the event that a buyer or the owner of a payment instrument initiates a chargeback, a direct debit reversal, a PayPal buyer protection claim, or otherwise asks their financial institution to open a payment dispute (all referred to as "Dispute") in connection with a Managed Payments transaction, you understand that we may investigate and, in our discretion, represent the Dispute with the credit and debit card networks or other payment method providers. You agree to provide timely information to assist in our Dispute investigations 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. You will not contest the resolution of any Dispute that we investigate and/or re-present, nor will you re-open resolved Dispute investigations. You authorize us to pay on your behalf any amounts resulting from a Dispute, including costs and fees associated with re-presentation.

Although you accept the finality of our chargeback investigations, we may from time to time ask for your consent to participate in an optional arbitration process brought by us to contest the results of an individual chargeback. 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, and you authorize us to pay these amounts on your behalf while the arbitration is pending.

### Fines, Penalties and Losses

If we are issued with a fine, penalty or any other costs resulting from your listings or transactions (such as an additional interchange fee or a credit and debit card network fine for selling a prohibited/illegal item), we may have to pay third parties the amounts of such fines, penalties or costs and recover these amounts from you. If we suffer any other losses, including damages or costs, that are

attributable to your acts or omissions in connection with managed payments, you also agree that we may recover these amounts from you. We may also pursue any other applicable remedies against you.

#### Security

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.

#### Holds

We reserve our rights to manage the risks associated with providing you with the Payment Services by placing restrictions on your access to the funds from time to time where it is deemed necessary by taking the following measures.

Notwithstanding any other terms about holds on the eBay Services, you agree that we may place holds on your funds or instruct a payment service provider to hold your funds, prior to disbursement. Each hold may be based on factors including selling history, seller performance, returns, chargebacks, riskiness of the listing category, transaction value, or the filing of an [eBay Money Back Guarantee](#) claim. We also may cancel or freeze the settlement of your proceeds as necessary for fraud, risk management or compliance purposes. In these situations, we will notify you of our decisions through the eBay Message Center and/or by email.

In the event that you close an eBay account that has utilized Managed Payments, 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 activity. Unless otherwise required by law, we will settle any unused retained amounts to your Linked Bank Account within 180 days of your eBay account closure.

#### Reserves

In order to manage risk or to secure your obligations under these Payments Terms of Use, we reserve the right at our reasonable discretion to require you to maintain a minimum reserve of transaction proceeds not available for disbursement (in the form of a fixed or rolling reserve) as a means of security. We will notify you of any reserve imposed on you. A reserve may be raised, lowered or removed at any time with prior notice to you depending on your performance and the risk associated with your use of Managed Payments.

#### Seller Protection

If you have fulfilled all your obligations under the Seller Protection policy, you will not be held liable for any amounts to be returned to buyers due to buyer protection or [eBay Money Back Guarantee](#) claims.

### 8. Collection of Fees and Other Amounts Owed by You

You authorize us to collect from you any amounts you owe us or our Affiliates for the following (hereinafter referred to as "Owed Amounts"):

- Payment of fees;
- Repayment or recoupment of amounts we incorrectly settled to you due to a payment processing error or otherwise;
- Recovery or recoupment if we refund, reimburse or pay in advance buyers or third parties any amounts, either on your behalf or because of your actions or omissions (for example, pursuant to the Disputes, [Returns and Cancellations](#), [eBay Money Back Guarantee](#), or Fines, Penalties and Losses provisions of these Payments Terms of Use) or any other reimbursement of expenses incurred by us for you;
- Taxes related to Managed Payments or your use of our or our Affiliates' services, if applicable and required by law;
- Costs and expenses, including reasonable legal fees, arising from a Dispute arbitration proceeding brought by us to which you consented to participate; and
- Any other amounts incurred in relation to your use of services provided by us or our Affiliates to you.

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 Bank Account for which you have provided us with appropriate authorization (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 on file with us or our Affiliates (for example, to pay for seller fees, shipping labels or dispute resolution);
- Placing the Owed Amount on the invoice you receive from our Affiliates for eBay Services, as appropriate; and
- Retaining collections agencies or using other collections methods.

**You hereby authorize the applicable eBay Payment Entity to initiate a single or recurring (as applicable) (i) ACH/electronic debit from your Linked Bank Account or (ii) charge to any other payment method you may have on file with us, for any Owed Amount at such time as we may communicate with you.**

**You further authorize us to choose at our sole discretion the appropriate method of collection among those listed above for the purposes of recouping, drawing, recovering, charging or deducting any Owed Amounts in accordance with this Section 8.**

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.

We may provide you with notice prior to charging you for some of these amounts. To the extent possible under applicable law, you waive any rights you may have to receive advance notice of any particular preauthorized charge.

In the event that 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 in Parts II to V below.

### 9. Amendment

Notwithstanding any other terms about amendment on the eBay Services, and except as otherwise set forth in Section III below, we may amend these Payments Terms of Use, including fees charged to you, at any time on advance notice of 14 days. Except as otherwise set forth in Section IV below, we will notify you of amendments through the eBay Message Center and/or by email. If we provide notice of amendments and you do not wish to have us manage your payments under the revised terms, then you must cease using the eBay Services. Your continued use of Managed Payments after any such amendment becomes effective will constitute your acceptance of the revised terms.

## II. ADDITIONAL TERMS FOR SERVICES PROVIDED BY eCI

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

### 1. Legal Disputes

As between you and eCI, these Payments Terms of Use incorporate by this reference the [User Agreement](#), which, among other things, contains provisions governing the resolution of claims (see "Disclaimer of Warranties; Limitation of Liability," "Release," "Indemnity," "Legal Disputes," and "General"). Any legal notices addressed to and received by eBay Inc. pursuant to Section 18 of the [User Agreement](#) shall also be deemed to be received by eCI, if such notices regard services offered by eCI. In the event of any conflict between the [User Agreement](#) and these Payments Terms of Use, these Payments Terms of Use will govern.

## 2. 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 understand that we disclaim any such liability.

## 3. Receipt and Settlement of funds

After a Managed Payments transaction occurs, you will receive a notification confirming such 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, eBay or eCI policies, or a policy of one of our third party payments services providers.**

We will initiate settlement of proceeds received to your Linked Bank Account. Your transaction proceeds, other than those being held as described in the next paragraph, and subject to the estimated settlement times set forth in the next paragraph, 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. 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, 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.

We anticipate that Managed Payments transaction proceeds will generally be settled to your Linked Bank Account approximately two to seven business days after the buyer's transaction, although actual settlement times may vary for individual transactions. We may discontinue your usage of Managed Payments, for any reason in our sole discretion, and either suspend your associated eBay account or revert your associated eBay account to its original state with payments no longer being managed by eCI.

## 4. Fees

**Fees for Managed Payments are in addition to fees charged to you by eBay for eBay Services. Notwithstanding anything to the contrary in the [User Agreement](#) regarding the listing of [fees](#) for Services on our Standard Selling Fees page or other fees pages, fees for Managed Payments are described herein. These fees for Managed Payments are subject to change with prior written notice to you outside an amendment to these Payments Terms of Use, such as by email or other authorized eBay communication channels.**

We charge two types of fees for managing payments: a payments processing fee when payment is processed for a transaction, and a payments dispute fee when a chargeback or other dispute for a Managed Payments transaction is adversely resolved against you (chargebacks and other disputes initiated directly with payment service providers are subsequently referred to collectively within this Section 4 as "Disputes"). eBay will charge you for payments processing and payments dispute fees on behalf of eBay Commerce via eBay's monthly invoice for eBay Services.

### Payments Processing Fees

If (a) you have successfully completed the Managed Payments onboarding process (in accordance with I. General Payments Terms , Section 4) prior to 00:00:00 (12:00 AM) Pacific Time on June 4, 2019 and (b) your eBay account has remained continuously enabled for Managed Payments: Your payments processing fees are calculated as 2.7% of the total order amount, including shipping, handling, sales tax and other amounts owed (the "payments processing rate").

If you successfully completed the Managed Payments onboarding process (in accordance with I. General Payments Terms , Section 4) on or after June 4, 2019 (starting at 00:00:00 (12:00 AM) Pacific Time): Your payments processing fees are calculated as (i) the payments processing rate plus (ii) \$0.25 per listing sold (the "per listing payments fee").

Payments processing fees do not include any sales tax, which will be added to this fee on your invoice if applicable.

### Payments Dispute Fees

Upon the conclusion of a Dispute investigation and/or re-presentation that results in a determination that you are responsible for the chargeback or other disputed amounts, we charge a \$20 payments dispute fee, excluding any applicable sales tax, for each Dispute. You may appeal the payments dispute fee within 30 days from the date of any invoice with the payments dispute fee if you believe that you have been charged in error.

### Refund of Fees

In some circumstances, you might be eligible for a payment processing fee or dispute fee refund in accordance with our policies and procedures. To qualify for a payment processing fee refund, you must refund a buyer in resolution of a refund, return or cancellation request regarding the transaction that was the subject of the payment processing fee. We may retain part of the payment processing fees, as stipulated on the Fee Page, as reimbursement for the costs we incurred in connection with the processing of the initial transaction payment.

To qualify for a dispute fee refund, you must successfully appeal the assessment of the dispute fee. If you qualify, we'll refund you your payment processing fee or dispute fee, as applicable, to you after all issues are resolved. Further details can be found on the Fee Page.

## 5. Data protection

The performance of services by us under these Payments Terms of Use entails the processing of your personal data and the personal data of third party natural persons (such as your representatives or contact persons). Please refer to the [User Privacy Notice](#) for further information on the processing of personal data and about how eBay protects your personal information.

## 6. 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 your contractual relationship with eCI 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.

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

In addition to the General Payments Terms above, the following provisions apply if you receive Payment Services from eBay Sarl, as determined by Section 2 of such General Payments Terms. 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 prevail.

## 1. Payment Service

You authorize eBay Sarl to acquire and settle payments that are received by eBay Sarl on your behalf. eBay Sarl acts as payment service provider for you, in your capacity as payee. eBay Sarl may also act as payment service provider for you, in your capacity as payer, for example in the case of refunds or chargebacks.

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 understand that we disclaim any such liability.

## 2. Fees

**The fees and expenses which we charge in relation to your use of our Payment Services are, unless otherwise communicated to you, specified [here](#) ("Fee Page"). Such fees and expenses may be subject to change.**

## 3. Payment Orders

A payment order (meaning an instruction from you, in the capacity as payer, to execute a payment transaction or an instruction otherwise received in relation to Managed Payments, for example for a refund) will be deemed to have been received by us:

- if carried out by means of a payment card, in accordance with the card schemes rules; and
- if received by our available electronic communication channels, on the business day when it is actually received by us from you.

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 these Payments Terms of Use shall mean the days on which the banks are open for regular business in Luxembourg.

A payment order given by you (acting in your capacity as payer) may not be revoked once it has been received by us. If it has been agreed that a payment order will be executed on a certain day, you may only revoke the payment order at the latest on the business day preceding the agreed day.

## 4. Execution of Payment Transactions

Where you act as payee (in the context of Managed Payments) the payment transactions will be executed in accordance with the payment schemes rules and procedures or as otherwise agreed.

The payer needs to ensure that the required data is provided. We reserve the right to ask the payment service provider of the payer to complete the information regarding the payment transaction with required information if this should not be sufficient.

In the event the required information is not provided or any information is missing and the payment transaction cannot be processed, we will not bear any liability for any damage, delay or other consequences resulting from this failure.

Where you give us a payment order acting in your capacity as payer (such as for example in case of refunds), we require the following information:

- your name,
- your eBay username,
- the name of the buyer,
- the buyer's eBay username in addition to data about the buyer which may be required by us or the buyer's payment service provider,
- the currency of the payment transaction (if possible, in abbreviated form), and
- the amount of the payment transaction.

In the event this required information 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. You are responsible for providing us with the required information.

We reserve the right to refuse the execution of a payment order under the following circumstances:

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

We may charge a reasonable fee for such a refusal, where the refusal is justified.

You acknowledge that we may have to disclose the aforementioned information as well as your legal address in the context of the execution of a payment transaction to the payment service provider of the buyer (and, where relevant, also to intermediaries involved in the execution of the payment transaction). You expressly accept and instruct us to disclose such data.

## 5. Settlement of Funds

Payments can be received in your local currency or in other currencies if agreed between the buyer and you on the eBay Services and if supported by the eBay Services. Settlement to your Linked Bank Account may only be made in Euros; as such, payments received in other currencies will be converted into Euros prior to disbursement, pursuant to the FX Services (if available). Please note the applicable currency exchange rate and that currency exchange fees may apply, in accordance with I. General Payments Terms, Section 3, "Seller Payment Fees," provided FX services are offered under this agreement.

We will initiate settlement of proceeds received to your Linked Bank 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 paragraph, 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). 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 anticipate that the disbursement of Managed Payments transactions proceeds to your payment 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 payment method of the buyer and when the payments transaction is received by us.

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

## 6. Liability for Unauthorized Payment Transactions

Where you act as the payer (such as in the case of refunds), you will be fully liable for all losses relating to an unauthorized payment transaction if you acted fraudulently in respect of such a payment transaction.

## 7. Our Liability



Notwithstanding anything to the contrary in the User Agreement, the following applies to our liability for unauthorized payment transactions, non-executed or incorrectly executed or delayed transactions:

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 the incorrectly or non-executed or delayed payment transaction without undue delay after becoming aware of the defect and in any event, no later than 13 (thirteen) months after the transaction was executed, unless we failed to make available the information related to the transaction to you.

We are not liable for any unauthorized or incorrectly or unexecuted or delayed payment transactions in case the transaction was affected by abnormal and unforeseeable circumstances beyond our control, despite our reasonable precautions or where we acted in accordance with a legal obligation.

## 8. RatePAY

On certain European eBay sites, buyers may choose a RatePAY Payment Method to pay the purchase price for any item you sold them on the eBay Services. 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.

General Terms and Conditions for RatePAY Payment Methods:

### 8.1. General Terms and Conditions for RatePAY Payment Methods

8.1.1. 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 8.4.2. 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.

8.1.2. 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.

8.1.3. 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.

8.1.4. 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 RatePAY 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".

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

8.1.6. These General Terms and Conditions for RatePAY 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 RatePAY Payment Methods shall prevail over such other terms and conditions agreed between you and eBay Sarl in these Payments Terms of Use.

8.1.7. 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.

### 8.2. 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 use of RP Payment Method(s) by the buyer, as available online at <https://www.ratepay.com/legal/marketplace>. 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 use of RP Payment Methods by the buyer ("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.

### 8.3. 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 RatePAY Payment Methods.

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

8.4.1. 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").

8.4.2. 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 RatePAY Payment Methods which fulfil 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").

8.4.3. By accepting these Payments Terms of Use, which leads to the implementation of the RatePAY 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 RatePAY 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 4.3.

#### 8.5. Assignment of receivables

8.5.1. You hereby assign, subject to the condition precedent in section 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.

8.5.2. "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.

8.5.3. The assignment described in section 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 4.3.

8.5.4. 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.

8.5.5. 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.

8.5.6. 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.

8.5.7. 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.

#### 8.6. Collection Risk / Collection

8.6.1. 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 partly 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.

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

8.6.3. eBay Sarl will transfer the economical risks of the obligations described in section 8.6.1 and 8.6.2 to Adyen and consequently to RatePAY in accordance with the Chain Factoring as described in section 8.1.4.

#### 8.7. 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 Garantieverprechen) that:

8.7.1. the Purchased Receivable fulfils the criteria as described in section 8.4.2 of these General Terms and Conditions for RatePAY Payment Methods;

8.7.2. the Purchased Receivable is valid ("besteht");

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

8.7.4. 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 (iii) and (v) will not apply to this extent);

8.7.5. 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;

8.7.6. 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");

8.7.7. 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), recession right (Rücktritt) or damage claims (Schadensersatz), provided, however, that the case is not resolved by the procedure laid down in section 8.8.1 (c) (i.e. if the case is resolved by the procedure laid down in section 8.8.1 (c) and if you have provided valid proof according to section 8.10.2, the guarantee in this sub-section (vii) shall not apply for the specific reason and item the valid proof was provided for); and

8.7.8. 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.

## 8.8. Assignment of Purchased Receivables back to You

8.8.1. If the relevant Purchased Receivable fulfils 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 8.10.2;
- (d) you are in breach of a guarantee pursuant to section 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.

8.8.2. eBay Sarl hereby assigns all current and future Defect Receivables to you subject to the condition precedent in section 8.8.3 below and you hereby accept the assignment of all current and future Defect Receivables.

8.8.3. 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").

8.8.4. 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.

## 8.9. Refunds

8.9.1. 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.

8.9.2. 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.

8.9.3. Upon Adyen assigned any Refunded Receivable partly or in whole (if any) to eBay Sarl, eBay Sarl will consequently assign such Refunded Receivable to you.

## 8.10. Information Undertakings / Further Assistance

8.10.1. You shall undertake to inform eBay Sarl promptly upon becoming aware of (i) any breach of a guarantee according to section 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.

8.10.2. In case a buyer files an objection against a Purchased Receivable at 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

8.10.3. 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.

8.10.4. 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.

## 8.11. 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](#).

## 8.12. Right of modification

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

## 8.13. 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.

## 8.14. General provisions

8.14.1. 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 fulfil the merchant acceptance criteria or these General Terms and Conditions for RatePAY 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.

8.14.2. 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 8.6 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.

8.14.3. These RatePAY General Terms and Conditions 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.

## 9. Safeguards and Corrective Measures

You hereby acknowledge the importance of the security measures put in place by us from time to time with regards to Managed Payments and agree to comply with them.

In the case of an unauthorized payment transaction or of an incorrectly executed or delayed transaction, you must notify us immediately by telephone (at +33203 851222, daily from 8:00-22:00) or by email (at [payments@ebay.de](mailto:payments@ebay.de)). If you notify us by telephone, we may request written confirmation immediately following the notification. Such notification shall be free of charge.

In the event of suspected or actual fraud or other security threats, we will notify you by email, providing you with instructions on how to reinstate security on your eBay account.

## 10. Amendment

Notwithstanding any other terms about amendment on the eBay Services, we may amend these Payments Terms of Use, by offering the changes to you in text-form, e.g. by way of posting a revised version on our website, in the [Seller Hub](#), or by sending you a registered letter or an e-mail. We will provide you with a minimum of two (2) months' prior notice before the suggested effective date of such change. Fee changes will be communicated to you on our [Fee Page](#), and may be introduced with immediate effect.

You will be deemed to have consented to these changes unless you explicitly dissent before the effective day. In case you do not agree to the changes, you may terminate this Payment Services Terms of Use without any extra cost at any time before the effective date of the change. If you disagree with any terms of these Payments Terms of Use, your ability to sell on eBay may as a result be limited, suspended or terminated. We always publish the amended Payment Services 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.

Without prejudice to the termination events foreseen below, you may terminate these Payments Terms of Use by giving one (1) month notice by e-mail.

Once you have registered for Managed Payments on eBay and your eBay account has been enabled, the use of Managed Payments effectively becomes a condition to using your eBay account. Should you therefore terminate this agreement, you will not be able to reset your eBay account to the state before you registered for Managed Payments. Our Affiliates providing the eBay Services to you according to the [User Agreement](#), may terminate the [User Agreement](#) according to the termination provisions therein.

We may terminate these Payments Terms of Use by giving two (2) months' prior notice, via email to your registered email address.

However, we may also terminate these Payments Terms of Use with immediate effect or on less notice 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 obligations in relation to the prevention of money laundering or terrorist financing,
- We have reasonable grounds to believe you are carrying out a prohibited or illegal activity,
- We are unable to verify your or your business' 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 terms of these terms in any other way.

Termination of this Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry. 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.

Your notice of termination towards one eBay Payment Entity shall be deemed as termination notice towards the remaining eBay Payment Entities.

## 12. General Provisions

### Exclusion of Certain Provisions for Non-Consumers

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

### Data protection

The performance of services by us under these Payments Terms of Use entails the processing of your personal data and the personal data of third party natural persons (such as your representatives or contact persons). Please refer to the [User Privacy Notice](#) for further information on the processing of personal data and about how eBay protects your personal information.

### Complaints

Any complaints about eBay Sarl or the services provided by it should first be addressed to eBay Sarl. You agree that all communications/answers from eBay Sarl in this context may be addressed to you by email.

Should you not be satisfied with eBay Sarl's answer, 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 these Payment Terms of Use have been made available to you. You agree that we may provide notice or other information to you by posting it in your eBay Account, emailing it to your registered email address, mailing it to your registered physical address, calling you by phone, or sending you mobile messages.

Legal notices to eBay Sarl (with the exception of a termination notice pursuant to Section 9) 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 and we will provide it to you in a form 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 General Payments Terms and these Additional Payments Terms before the competent court of your place of residence or the competent court of eBay S.à r.l.'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 if you receive Payment Services from ECCA, as determined by Section 2 of such General Payments Terms. Within this section, "we" or "us" refers to ECCA.

### 1. Legal Disputes

You agree that the terms of your [User Agreement](#), including, among other things, provisions governing the resolution of claims (see "Disclaimer of Warranties; Limitation of Liability," "Release," and "Indemnity") also apply as between you and ECCA in these Payments Terms of Use. Any legal notices addressed to and received by eBay Canada Limited through its national registered agent pursuant to Section 20 of the [User Agreement](#) shall also be deemed to be received by ECCA, if such notices regard services offered by ECCA. In the event of any conflict between the [User Agreement](#) and these Payments Terms of Use, these Payments Terms of Use will govern.

**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.

### 2. Receipt and Settlement of Funds

After a Managed Payments transaction occurs, you will receive a notification confirming such 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.**

We will initiate settlement of proceeds received to your Linked Bank Account. Your transaction proceeds, other than those being held as described in the next paragraph, and subject to the estimated settlement times set forth in the next paragraph, 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. 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.

We anticipate that Managed Payments transactions proceeds will generally be settled in your bank account approximately two to seven business days after the buyer's transaction, although actual settlement times may vary for individual transactions.

We may discontinue your usage of Managed Payments, for any reason in our sole discretion, and either suspend your associated eBay account or revert your associated eBay account to its original state with payments no longer being managed by ECCA.

### 3. Data protection

The performance of services by us under these Payments Terms of Use entails the processing of your personal data and the personal data of third party natural persons (such as your representatives or contact persons). Please refer to the [User Privacy Notice](#) for further information on the processing of personal data and about how eBay protects your personal information.

### 4. Authorization to Pay

The authorization to pay for Owed Amounts in accordance with section 8 of the General Payments Terms 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 eBay on our behalf, and the financial institution that has issued your designated bank account (or any other financial institution you may authorize at any time) to debit your designated bank account monthly for recurring, variable payments (as invoiced) on your scheduled payment date and from time to time for any other Owed Amounts. You acknowledge that ECCA, or eBay on our behalf, may contact you for a separate authorization for any withdrawal that is not on a scheduled payment date.

ECCA, or our Affiliates on our behalf, 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 dishonoured debit.

If you would like to cancel this PAD Agreement, you may do so at any time by contacting us. You may obtain further information on your right to cancel this PAD Agreement at your financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca). 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. You can revoke your payment authorization at any time, subject to notice of 30 days. 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).

### 5. Method of Amendment

If you are a resident of Canada, these Payments Terms of Use may be amended in the same manner as the Canadian [User Agreement](#).

## V. ADDITIONAL TERMS FOR SERVICES PROVIDED BY ECA

In addition to the General Payments Terms above, the following provisions apply if you receive Payment Services from ECA, as determined by Section 2 of such General Payments Terms. Within this section, "we" or "us" refers to ECA.

### 1. Legal Disputes

**As between you and ECA, these Payments Terms of Use incorporate by this reference the [User Agreement](#), which, among other things, contains provisions governing the resolution of claims (see "Trading on eBay and limitation of liability," "Release," "Breach," "Indemnity," and "Notices"). In the event of any conflict between the [User Agreement](#) and these Payments Terms of Use, these Payments Terms of Use will govern.**

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 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 % Corrs Chambers Westgarth, 8-12 Chifley Square, Sydney NSW 2000, Fax: (01) 9210 6611.

### 2. Payment Orders

A payment order (meaning an instruction from you, in the capacity as payer, to execute a payment transaction or an instruction otherwise received in relation to Managed Payments; for example, for a refund) will be deemed to have been received by us:

- if carried out by means of a payment card, in accordance with the card schemes rules; and
- if received by our available electronic communication channels, on the business day when it is actually received by us from you.

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 these Payments Terms of Use shall mean the days on which the banks are open for regular business in New South Wales.

A payment order given by you (acting in your capacity as payer) may not be revoked once it has been received by us. If it has been agreed that a payment order will be executed on a certain day, you may only revoke the payment order at the latest on the business day preceding the agreed day.

### 3. Execution of Payment Transactions

Where you act as payee (in the context of Managed Payments) the payment transactions will be executed in accordance with the payment schemes rules and procedures or as otherwise agreed.

The payer needs to ensure that the required data is provided. We reserve the right to ask the payment service provider of the payer to complete the information regarding the payment transaction with required information if this should not be sufficient.

In the event the required information is not provided or any information is missing and the payment transaction cannot be processed, we will not bear any liability for any damage, delay or other consequences resulting from this failure.

Where you give us a payment order acting in your capacity as payer (such as for example in case of refunds), we require the following information:

- your name,
- your eBay username,
- the name of the buyer,
- the buyer's eBay username in addition to data about the buyer which may be required by us or the buyer's payment service provider,
- the currency of the payment transaction (if possible, in abbreviated form), and
- the amount of the payment transaction.

In the event this required information 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. You are responsible for providing us with the required information.

We reserve the right to refuse the execution of a payment order under the following circumstances:

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

You acknowledge that we may have to disclose the aforementioned information as well as your legal address in the context of the execution of a payment transaction to the payment service provider of the buyer (and, where relevant, also to intermediaries involved in the execution of the payment transaction). You expressly accept and instruct us to disclose such data.

### 4. Receipt and Settlement of funds

After a Managed Payments transaction occurs, you will receive a notification confirming such 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.

Payments can be received in your local currency or in other currencies if agreed between the buyer and you on the eBay Services and if supported by the eBay Services. Settlement to your Linked Bank Account may only be made in Australian Dollars; as such, payments received in other currencies will be converted into Australian Dollars prior to disbursement, pursuant to the FX Services

(if available). Please note the applicable currency exchange rate and that currency exchange fees may apply, in accordance with the I. General Payments Terms, Section 3, "Seller Payment Fees," provided FX services are offered under this agreement.

We will initiate settlement of proceeds received to your Linked Bank 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 paragraph, 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). 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 anticipate that the disbursement of Managed Payments transactions proceeds to your payment 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 payment method of the buyer and when the payments transaction is received by us.

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

## 5. Liability for Unauthorized Payment Transactions

Where you act as the payer (such as in the case of refunds), you will be fully liable for all losses relating to an unauthorized payment transaction if you acted fraudulently in respect of such a payment transaction.

## 6. Our Liability

We are not liable for any unauthorized or incorrectly executed or unexecuted or delayed payment transactions in case the transaction was affected by abnormal and unforeseeable circumstances beyond our control, despite our reasonable precautions or where we acted in accordance with a legal obligation.

## 7. Safeguards and Corrective Measures

You hereby acknowledge the importance of the security measures put in place by us from time to time with regards to Managed Payments and agree to comply with them.

In the case of an unauthorized payment transaction or of an incorrectly executed or delayed transaction, you must notify us immediately.

In the event of suspected or actual fraud or other security threats, we will notify you by email, providing you with instructions on how to reinstate security on your eBay account.

## 8. Term, Termination

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

Without prejudice to the termination events foreseen below, you may terminate these Payments Terms of Use by giving one (1) month notice by e-mail.

Once you have registered for Managed Payments on eBay and your eBay account has been enabled, the use of Managed Payments effectively becomes a condition to using your eBay account. Should you therefore terminate this agreement, you will not be able to reset your eBay account to the state before you registered for Managed Payments. Our Affiliates providing the eBay Services to you according to the [User Agreement](#), may terminate the [User Agreement](#) according to the termination provisions therein.

We may terminate these Payments Terms of Use by giving two (2) months' prior notice, via email to your registered email address.

However, we may also terminate these Payments Terms of Use with immediate effect or on less notice 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 obligations in relation to the prevention of money laundering or terrorist financing,
- We have reasonable grounds to believe you are carrying out a prohibited or illegal activity,
- We are unable to verify your or your business' 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 terms of these terms in any other way.

Termination of this Agreement shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry. 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.

## 9. General Provisions

### Data protection

The performance of services by us under these Payments Terms of Use entails the processing of your personal information and the personal information of third party natural persons (such as your representatives or contact persons). We are required to collect some of this personal information to comply with applicable anti-money laundering and sanctions screening obligations. If we cannot collect all or some of this information, we may not be able to provide our Payment Services to you. We disclose personal information to third party payment service providers. These providers may be located outside Australia. Please refer to the [User Privacy Notice](#) for further information on the processing of personal information and how individuals may seek to access or correct their personal information or make a privacy complaint.

### Unsuccessful Direct Debits

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

### Communication

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

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

Posting Date: March 31, 2020.