



## Payments Terms of Use

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- [Effective July 18, 2020](#)

**Effective Upon Acceptance for New Managed Payments Sellers who Successfully Complete the Managed Payments Onboarding Process on or after July 18, 2020 at 00:00:00 (12:00 AM) Pacific Time; Effective from August 12, 2020 for Sellers Residing in the United States and Germany who have Successfully Completed the Managed Payments Onboarding Process Prior to 00:00:00 (12:00 AM) Pacific Time on July 18, 2020; Effective from July 18, 2020 for All Other Sellers who have Successfully Completed the Managed Payments Onboarding Process Prior to 00:00:00 (12:00 AM) Pacific Time on July 18, 2020**

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## Introduction

These Payments Terms of Use (“**Payments Terms of Use**”) set out the terms on which the eBay Payment Entities set forth below offer you Payment Services (as defined below in Part I, Section 1) in relation to your use of the eBay Services. These Payments Terms of Use may be applicable to you whether or not your account has been successfully enabled for Managed Payments (as defined below). Your use of the eBay Services will continue to be governed by the [User Agreement](#) applicable to you. Capitalized terms used, but not defined, in these Payments Terms of Use have the same meaning as set forth in the [User Agreement](#). The applicable User Agreement, related eBay policies, or other agreements between you and us (for example, a billing agreement) may include provisions regarding your use of the

eBay Services without Managed Payments (as such term is defined in Part I, Section 1 below) which may conflict with these Payments Terms of Use. You understand that, with respect to our Payment Services, these Payments Terms of Use supersede any and all such conflicting provisions. You agree to comply with these Payments Terms of Use when accessing or using our Payment Services. If you disagree with any part of these Payments Terms of Use, please do not list items for sale on eBay.

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

eBay Payment Entity	Contact Information
<p><b>eBay Commerce Inc. (“eCI”)</b></p> <p>2535 North First Street</p> <p>San Jose, CA 95131</p> <p><b>Part II (“Additional Terms for Services Provided by eCI”) of these Payments Terms of Use contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against us or our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Part II, Section 4 (“Legal Disputes”), Subsection B (“Agreement to Arbitrate”). If you do not opt out: (1) you will only be permitted to pursue claims against us or our agents on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.</b></p>	<p><a href="https://www.ebay.com/help/home">https://www.ebay.com/help/home</a></p>
<p><b>eBay S.à.r.l. (“eBay Sarl”)</b></p> <p>22-24 Boulevard Royal</p> <p>L2449 Luxembourg</p> <p>RCS registration number: B164557</p> <p>VAT-ID LU26188648</p> <p>eBay Sarl is authorized in Luxembourg as a payments institution and subject to the supervision of the Commission de Surveillance du Secteur Financier (CSSF), 283 route d’Arlon, 1150 Luxembourg, (license no. 33/19). You can check eBay Sarl’s registration details by visiting the CSSF’s website at <a href="http://www.cssf.lu/en/">http://www.cssf.lu/en/</a>.</p>	<p><a href="https://www.ebay.de/help/home">https://www.ebay.de/help/home</a></p> <p>Email: <a href="mailto:payments@ebay.de">payments@ebay.de</a></p>
<p><b>eBay Commerce Canada Ltd. (“ECCA”)</b></p> <p>44 Chipman Hill</p> <p>Suite 1000</p>	<p>English: <a href="https://www.ebay.ca/help/home">https://www.ebay.ca/help/home</a></p> <p>French: <a href="https://www.cafr.ebay.ca/help/home">https://www.cafr.ebay.ca/help/home</a></p>

Saint John NB E2L 2A9	
<p><b>eBay Commerce Australia Pty Ltd (“ECA”)</b></p> <p>Level 18 1 York Street Sydney NSW 2000 Australia</p> <p>ECA is registered as a remittance service provider with, and is subject to the supervision of, the Australian Transaction Reports and Analysis Centre (“AUSTRAC”), PO Box 5516, West Chatswood NSW 1515. You can check ECA’s registration by visiting AUSTRAC’s website at <a href="https://online.austrac.gov.au/ao/public/rsregister.seam">https://online.austrac.gov.au/ao/public/rsregister.seam</a>.</p>	<p><a href="https://www.ebay.com.au/help/home">https://www.ebay.com.au/help/home</a></p>

## I GENERAL PAYMENT TERMS

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

### 1. About Payments on the eBay Services

You agree to have the eBay Payment Entities receive payments on your behalf for items you sell using the eBay Services, and manage settlement of those payments to you (referred to as “Managed Payments,” “Payment Services,” or similar names).

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

- Certain credit or debit cards (VISA, MasterCard, American Express, and Discover),
- PayPal,
- Google Pay,
- Apple Pay,
- Direct debit, or
- eBay coupons, [gift cards](#), etc. (if applicable).

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. We and/or our Affiliates may require that some eBay Services transactions be completed without using Managed Payments (and instead using the services of third party service providers) and will provide buyers and sellers, as applicable, instructions on how payments must be made at the time of listing and/or purchase.

The underlying contract for the buyer’s purchase of goods or services from you 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 payment transaction. We will initiate settlement of proceeds received to your Linked Bank Account (as defined below in Part I, Section 4 “Seller Onboarding”). You can access the status of your Managed Payments transactions, including settlements and other payment information, under the Payments tab in the [Seller Hub](#), which will be available to you when you successfully onboard to Managed Payments. 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 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 on one or more sites, as set forth in the table below (“**Responsible Payment Entity**”). The site on which you list your item will determine the Responsible Payment Entity for a given sale. For example, ECA would be the Responsible Payment Entity if you sell an item that you listed on ebay.com.au.
- Your “**Payout Entity**” is the eBay Payment Entity associated with the country in which you reside or are established as a business. You will receive all disbursements to your Linked Bank Account from this entity, regardless of where you list your items.
- If you sell an item listed on an eBay site whose Responsible Payment Entity is also your Payout Entity, your Payout Entity will process the sale and settle the corresponding funds to your Linked Bank Account. For example, if your Payout Entity is ECCA, your sales proceeds on ebay.ca will be processed and settled to your Linked Bank Account by ECCA.
- If you sell an item listed on an eBay site whose Responsible Payment Entity differs from your Payout Entity, the Responsible Payment Entity will process the sale and transfer the corresponding funds to your Payout Entity, which will receive the funds on your behalf and in turn disburse them to your Linked Bank Account. For example, if your Payout Entity is eCI, your sales proceeds 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 illustrates these distinctions:

eBay Payment Entity	Responsible Payment Entity for Sales of Items Listed on	Payout Entity for Sellers Residing or Established in	Additional Payments Terms
eCI	ebay.com	the United States	<a href="#">II. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Inc.</a>
eBay Sarl	All European Economic Area eBay sites (including ebay.de, ebay.ie, ebay.fr, ebay.it, ebay.es, ebay.at, ebay.nl, ebay.be, befr.ebay.be, benl.ebay.be, ebay.pl. etc.), ebay.co.uk, and ebay.ch	Countries in the European Economic Area, the United Kingdom, or Switzerland	<a href="#">III. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay S.à.r.l.</a>
ECCA	ebay.ca cafr.ebay.ca	Canada	<a href="#">IV. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Canada Ltd</a>
ECA	ebay.com.au	Australia	<a href="#">V. ADDITIONAL PAYMENT TERMS FOR SERVICES PROVIDED BY eBay Commerce Australia Pty Ltd</a>

If you reside outside the European Economic Area, the United Kingdom, 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 Economic Area, UK, or Swiss eBay site is sold.

### **Payout Currency**

Even when an international sale occurs, we will settle your transaction proceeds to your Linked Bank Account using the currency of such bank account, which will also be the currency of your country of residence (“**Payout Currency**”). However, where offered by us and agreed upon by you and your buyer, your buyer may pay for an item you sell with currency other than your Payout Currency. When this happens, the paid amount will be converted into your Payout Currency prior to disbursement of the funds to you, using the applicable transaction exchange rate and assessing the currency conversion charge as indicated on our Fee Page described in Section 3 (“**Seller Payment Fees**”) below. For example, if you are a US seller and you sell an item on the German eBay site (ebay.de) to a German buyer, the buyer may pay in Euros, in which event the Euros will be converted to US Dollars before you receive the proceeds.

### **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.

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

### **4. Seller Onboarding**

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

- Link a bank account, so 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 your Payout 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). Regardless of 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 and other legal obligations, and security, risk, and account verification processes. If you change your Linked Bank Account, pending payouts may be delayed for security or legal compliance reasons. You represent and warrant that you are the lawful owner of, or have the lawful right to use, any Linked Bank Account you associate with your eBay account.
- 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. If you are an individual, this information may include, without limitation, your full name, address, phone number, date of birth, taxpayer identification number, bank account information, and a form of government-issued identification (e.g., a copy of your identity card or driver's license). If you are a business, this information may include, without limitation, your full business name, address, phone number, entity type, bank account information, tax identification number, and business number, in addition to details regarding your beneficial owner(s), director(s), officer(s), authorized representative, and/or primary contact, such as name, contact information, nationality, and title. You understand that we will be unable to settle your proceeds, or issue you any tax documents (such as a United States Internal Revenue Service Form 1099-K) if you do not provide or appropriately update us with accurate contact information and other requested data.

- Maintain the accuracy of the information we have on file, and consent to our periodical updating of such stored information based on information provided by you, your bank, or other payments services providers. You will only provide us information about payment or settlement methods that you are authorized to use. You understand that if you change your country of residency, you may need to repeat some or all of the onboarding steps described above to continue using Payment Services.
- Comply with all, and not cause a third party to violate any, applicable laws, regulations, rules, and terms and conditions in connection with your use of the eBay Services. You understand that some third parties (such as banks, credit and debit card issuers, credit and debit card networks, and payments services providers) may have their own terms and conditions for the payment or settlement methods you or buyers choose to use in connection with payments that we manage, such as terms and conditions that relate to the settlement of funds, chargebacks, prohibited items, and overdrafts. Failure to abide by third-party terms and conditions may result in fees assessed to you, delays in your receipt of funds, or other actions taken by such third parties. You agree that we have no control over, or responsibility or liability for, such fees, delays, or actions.

You authorize us and our Affiliates to check information you provide to us, including by verifying the existence of your bank account and obtaining reports from, or comparing your information to, third-party sources. Such third-party sources may include without limitation, banks, credit agencies, data brokers, and other service providers. We reserve the right to close, suspend, or limit your account or rescind your access to 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 may 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 you provide.

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 below. 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 the [eBay Money Back Guarantee](#) or an equivalent eBay buyer protection program 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 in some situations may take several days.

## 5. Prohibited Items and Shipping

We are unable to manage payments for [prohibited and restricted items](#). Before listing your item, make sure it complies with eBay's rules, applicable 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 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

The following limitations apply when your eBay account is 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 for Charity](#) may be limited when you use Managed Payments, but we may expand its availability in the future at our sole discretion.

- We will not manage payments for offline payment methods (such as bank or personal check, money order, wire transfer, or payment on pickup), despite such payment methods being offered in some listings through the eBay accounts that are enabled for Managed Payments. Offline payment methods are not covered by the eBay Money Back Guarantee or similar eBay buyer protection programs; additionally, we will not assist buyers or sellers with payment disputes (such as chargebacks) in connection with offline payment methods. We will not accept vehicles deposits on your behalf or disburse them to you, as we will not be managing payments for such deposits. Your listings are subject to [eBay's payment policies](#) and any other terms about payments that may appear on the eBay Services, including terms relating to the payment and disbursement methods available to you for such listings.
- Certain types of active listings you have may end as they are not currently supported by Managed Payments. However, we may add support to these types of listings in the future.
- After your eBay account is enabled for Managed Payments, you will not be able to revert your account to its original non-Managed Payments state.

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

## 7. Using Managed Payments

### Returns and Cancellations; Refunds

If your buyer is entitled to a refund for a [return or cancellation](#) for a Managed Payments transaction, 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 [return policy](#). If you wish to issue a refund to your buyer, you may do so via the [Seller Hub](#).

### eBay Buyer Protection Programs

eBay offers [buyer protection programs](#) on certain eBay Services to ensure that buyers receive the item they ordered or get their money back. Such programs are referred to as “**eBay Buyer Protection Programs**,” and known in many jurisdictions as the “eBay Money Back Guarantee.” You understand that if your buyer files a claim under such program for a Managed Payments transaction, the respective eBay company offering the eBay Buyer Protection Program (“**eBay Buyer Protection Program Service Provider**”) will request us to reimburse the buyer on your behalf pursuant to the applicable eBay Buyer Protection Program policy. When payment funds we process on your behalf are insufficient for refunding the buyer based on a successful eBay Buyer Protection Program claim, you must reimburse the eBay Buyer Protection Program Service Provider for any additional amounts owed to the buyer. You authorize us to recoup these amounts from you on behalf of the eBay Buyer Protection Program Service Provider in accordance with our and eBay's policies and procedures (including any amounts resulting from international transactions as stipulated in the applicable Buyer Protection Program policy).

### Disputes

Where a buyer or the owner of a payment instrument initiates a chargeback, direct debit reversal, or PayPal buyer protection claim, or otherwise asks their financial institution to open a payment dispute (all referred to solely within this Part I as “**Dispute**”) in connection with a Managed Payments transaction, you understand that we may investigate and, in our discretion, re-present 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.

## **Seller Protection**

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

## **Fines, Penalties and Losses**

If we are issued a fine, penalty, or any other costs resulting from your listings or transactions (such as an additional interchange fee, or a credit or debit card network fine, for selling a prohibited and/or illegal item), we may have to pay third parties the amounts of such fines, penalties, or costs and recover these amounts from you. You further agree that if we suffer any other losses (including damages or costs) attributable to your acts or omissions in connection with Managed Payments, we may recover these amounts from you. We may also pursue any other applicable remedies against you.

## **Holds**

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

You agree that we may place holds on your funds or instruct a payment service provider to hold your funds, prior to disbursement. 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 eBay Buyer Protection Program 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.

When you close an eBay account enabled for 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 activities. 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.

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

## **Reserves**

In order to manage risk or secure your obligations under these Payments Terms of Use, we reserve the right at our reasonable discretion to require that you 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 reserves we require of you. Depending on your performance and the risk associated with your use of Managed Payments, a reserve may be raised, lowered, or removed at any time; if required by law, we will give you prior notice of such changes.

## **Our Liability**

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

## **8. Security; Third-Party Payment Services Providers; Data Protection**

### **Security**

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

If you become aware of an unauthorized payment transaction or of a delayed or incorrectly executed transaction, you must notify us immediately by using a contact method stated in the "Introduction" of these Payments Terms of Use,



above. If eBay Sarl is your Payout Entity and you notify us by telephone of such a transaction, we may request written confirmation immediately following the notification; the notification shall be free of charge.

### **Third-Party Payment Services Providers**

We may use third-party payment services providers to assist us in providing Managed Payments (such as companies that process payments and disburse settlements, perform risk assessments or compliance checks, verify identity, or validate payment or settlement methods), and 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, the outsourcing of services to them, and the related transfer and processing of data. Where applicable so we can provide you with Managed Payments, you hereby waive any professional secrecy rights. Regardless of whether we use third-party service providers, the appropriate eBay Payment Entity remains responsible to you for the performance of the services contemplated under these Payments Terms of Use.

### **Data Protection [Applicable to Payment Services Provided by eBay Payment Entities, except ECA; For ECA's Data Protection Terms, See Part V]**

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

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

You authorize us to collect from you any amounts you owe us or our Affiliates for the following (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; Refunds," "eBay Buyer Protection Program," or "Fines, Penalties and Losses" subsections of these Payments Terms of Use); or of 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 which we bring and you agree to participate in; 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 (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 any invoice you receive from our Affiliates for eBay Services, as appropriate; and
- Retaining collections agencies or using other collections methods.

**You 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 9.**

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 give you 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. If you provide us with a SEPA mandate or a Direct Debit Guarantee (UK) for debiting Owed Amounts from your bank account, any required advance notice will be given to you at least two days prior to charging your bank account.

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

## 10. Amendment

We may amend these Payments Terms of Use by notifying you of the changes in writing (for example, by posting a revised version of these terms on our website, including the Seller Hub or the eBay Message Center, or by sending you an e-mail). Before the anticipated effective date of such change, we will notify you at least fourteen (14) days prior or if your Payout entity is eBay Sarl, then two (2) months prior. Fee changes will be communicated to you on our [Fee Page](#), and may take immediate effect.

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

If you do not agree to the changes, you may terminate these Payments Terms of Use, pursuant to Section 11 (“Term, Termination”) below, without any extra cost at any time before the effective date of the changes. If you disagree with any provisions of these Payments Terms of Use, your ability to sell on eBay may be suspended or ceased. 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.

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

- We are required to do so by law or a court order,
- A governmental authority requires us to do so to comply with anti-money laundering or counter-terrorism financing obligations,
- We have reasonable grounds to believe you are carrying out a prohibited or illegal activity,
- We are unable to verify your or your business’s identity, or any other information pertaining to you, or
- You are otherwise in breach of a material contractual obligation of these Payments Terms of Use, or seriously or persistently violating any provisions of these terms in any other way.

If eBay Sarl is your Payout Entity, you may terminate these Payments Terms of Use, without prejudice to the termination events foreseen above, by giving one (1) month notice by notifying eBay Sarl via email at [payments@ebay.de](mailto:payments@ebay.de).

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

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

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 which provide you the eBay Services according to the [User Agreement](#) may terminate the User Agreement pursuant to the termination provisions therein.

Termination of this Agreement shall not affect the rights or liabilities of either party accrued until termination and/or any terms intended (expressly or implicitly) to survive termination. If there are pending payment transactions at the time the termination takes effect, they will be processed pursuant to terms of these Payments Terms of Use unless prohibited by law. As of the effective date of the termination, you will not be able to list any items on eBay Services anymore.

## II. ADDITIONAL TERMS FOR SERVICES PROVIDED BY eCI

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

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

### 1. Appointment of eCI as Agent

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

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

### 2. Receipt and Settlement of funds

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

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 sentence, will be aggregated to a daily batch for settlement to you on a regular basis (for example, a single daily settlement for all transactions ready for disbursement to you that day), unless otherwise requested by you and agreed to by us. We anticipate that Managed Payments transaction proceeds will generally be settled to your Linked Bank Account approximately two to seven business days after the buyer’s transaction, although actual settlement times may vary for individual transactions based on circumstances such as your bank’s processing times. We may diverge from this procedure as needed for compliance or operational reasons. If we are unable to settle your proceeds, then, depending on the reason why we are unable to settle your proceeds, we may refund the buyer (e.g., when we cannot process your information for technical reasons or you violate these Payments Terms of Use, etc.) or otherwise process these funds in accordance with applicable law, including abandoned property laws, such as by escheating funds to a governmental body after the passage of an applicable period of time, or our policies.

### 3. Authorization for Collection of Owed Amounts

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

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

## 4. Legal Disputes

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

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

### A. Applicable Law

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

### B. Agreement to Arbitrate

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

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

### 2. Arbitration Procedures

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

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

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

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

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

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same eCI user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### 3. Costs of Arbitration

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

### 4. Severability

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

### 5. Opt-Out Procedure

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

**AND RECEIVED BY EBAY WILL ALSO BE DEEMED TO BE RECEIVED BY ECI, IF SUCH OPT-OUT NOTICE REGARDS SERVICES OFFERED BY ECI.**

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

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

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

#### **C. Judicial Forum for Legal Disputes**

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

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

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

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

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

#### **1. Payment Service**

You authorize eBay Sarl to acquire and settle payments that it receives on your behalf. When you sell an item on eBay, you are deemed to be a payee, with eBay Sarl acting as your payment service provider. In a refund, chargeback, or similar scenario, you may also be deemed to be a payer, again with eBay Sarl acting as your payment service provider.

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

## 2. Execution of Payment Transactions

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

### Required Information

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

When you give us a payment order as a payer, you are responsible for providing us with the following information:

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

Where the required information provided by you or your payer is not fully available or is inaccurate, we will not bear any liability for any damage, delay, or other consequence from the non-execution or defective execution of the relevant payment transaction.

### Receipt of Payment Orders

A payment order (whether an instruction from you as the payer to us for the execution of a payment transaction, or an instruction we otherwise receive with respect to Managed Payments, such as a refund) will be deemed to have been received by us if:

- Carried out by means of a payment card, then in accordance with the card schemes rules; or
- Received by our available electronic communication channels, then on the business day when it is actually received by us 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 this Part III of these Payments Terms of Use shall mean the days on which banks in Luxembourg are open for regular business.

If you (as a payer) give us a payment order, you may not revoke such payment order after we have received it. However, if we have agreed that a payment order will be executed on a certain future date, the business day prior to this future date will be the latest you can revoke the payment order.

**Refusal of Payment Orders** We reserve the right to refuse the execution of a payment order when:

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

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

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

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

### 3. Settlement of Funds

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 sentence, will be aggregated to a daily batch for settlement to you to be paid out as agreed with you (for example, a single daily settlement for all transactions ready for disbursement to you that day). We anticipate that 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 buyer's payment method, and when the payments transaction is received by us. We may diverge from this procedure as needed for compliance or risk reasons. If we are unable to settle your proceeds, then, depending on the reason why we are unable to settle your proceeds, we may refund the buyer (e.g., in the event that we cannot process your information due to technical reasons etc.) or otherwise process these funds in accordance with applicable law or our policies.

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

### 4. Liability for Unauthorized Payment Transactions

Where you are the payer with respect to a payment order, you will be fully liable for all losses relating to an unauthorized payment transaction if you acted fraudulently with respect to such a payment transaction.

### 5. Our Liability for Incorrectly or Non-Executed Payment 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 such transaction without undue delay after becoming aware of the defect and in no event later than thirteen (13) months after the transaction was executed, unless we failed to make information about the transaction available to you.

### 6. RatePAY

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

General Terms and Conditions for RatePAY Payment Methods

#### 6.1. Contractual object and scope

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



eBay Sarl for integration into the eBay Services.

- 6.1.4 In order to use the RP Payment Method(s), eBay Sarl acquires your purchase price claims against your buyers, who use the RP Payment Method(s) on eBay Services. eBay Sarl will then sell and assign the purchased claims to Adyen according to the terms of these General Terms and Conditions for 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”.
- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 RatePAY and Adyen will not be a party to and not have any obligation under these Payments Terms of Use or any other agreement between you and eBay Sarl, eBay, the buyer or any third party.

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

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

## 6.3. Waiver

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

## 6.4. Purchase of Your Receivables by eBay Sarl

- 6.4.1 You hereby allow eBay Sarl to submit your receivables (through Adyen) to RatePAY for approval (“Purchase Notice”). RatePAY will, after receipt of the Purchase Notice (through eBay Sarl and Adyen), score the offered receivables to determine the probability for payment of the relevant offered receivable by the buyer and will (through Adyen and eBay Sarl) send a response confirming if the receivable is accepted (“Positive Score Notice”) or is rejected (“Negative Score Notice”).
- 6.4.2 You are obliged to offer all receivables to eBay Sarl in connection with the RP Payment Method(s) in accordance with these General Terms and Conditions for 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”).

6.4.3 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.

## 6.5. Assignment of receivables

6.5.1 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.

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

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

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

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

6.5.3 The assignment described in section 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.

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

payment of the relevant supplier or its waiver of its retention of title.

- 6.5.5 Upon conclusion of a Single Purchase Agreement, you and eBay Sarl reiterate the assignment of the relevant receivable identified through the transaction-ID in the Purchase Offer including all Ancillary Rights whereby the Purchase Offer constitutes an offer to assign the relevant receivable from you to eBay Sarl and the Acceptance of Purchase Offer constitutes an acceptance of this offer by eBay Sarl.
- 6.5.6 In case there is any doubt about the validity of the assignment of the Seller Receivables including all Ancillary Rights and this requires any further declaration or action by you, you will execute such declaration or action upon request of eBay Sarl.
- 6.5.7 You irrevocably authorise eBay Sarl with the power of sub-delegation to notify the relevant buyer regarding the assignment of the Seller Receivable and to exercise non-assignable rights, such as contractual rights, in connection with the Seller Receivables including all Ancillary Rights in its own name.

## 6.6. Collection Risk / Collection

- 6.6.1 Subject to the legal validity ("Bestehen der Forderung") of the Purchased Receivables, eBay Sarl bears the risk that the Purchased Receivables are not collectable from the respective buyer in part or in full, in particular caused by the insolvency of the buyer. eBay Sarl will pay the purchase price (minus the agreed fees and expenses of eBay Sarl) for the relevant Purchased Receivable regardless of whether it chooses to enforce the relevant Purchased Receivable.
- 6.6.2 The collection and enforcement of the Purchased Receivables is the responsibility of eBay Sarl. eBay Sarl shall bear all and any costs in this regard.
- 6.6.3 eBay Sarl will transfer the economical risks of the obligations described in section 6.6.1 and 6.6.2 to Adyen and consequently to RatePAY in accordance with the Chain Factoring as described in section 6.1.4.

## 6.7 Guarantees

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

- 6.7.1 the Purchased Receivable fulfils the criteria as described in section 6.4.2 of these General Terms and Conditions for RatePAY Payment Methods;
- 6.7.2 the Purchased Receivable is valid ("besteht");
- 6.7.3 you hold free and clear title to, and may freely assign and transfer, the Purchased Receivable;
- 6.7.4 the Purchased Receivable has not yet been assigned or transferred to third parties, unless such assignment occurred pursuant to a customary extended retention of title agreed between you and the relevant supplier of goods (in which case sub-sections (3) and (5) will not apply to this extent);
- 6.7.5 the Purchased Receivable is free from any third parties' rights to the Purchased Receivable and there do not exist any rights or claims of any third party to the respective Purchased Receivable;
- 6.7.6 the Purchased Receivable is not charged with any liability claims of third parties, especially any claims in accordance with section 13c German Value Added Tax Act ("Umsatzsteuergesetz");
- 6.7.7 you will ship, deliver or provide the respective item(s) to the relevant buyer completely, on time and in accordance with the Sale Contract with the respective buyer in order that the respective buyer is not able to exercise any right or claim of retention, set-off, supplementary performance (Nacherfüllung), reduction (Minderung), recession right (Rücktritt) or damage claims (Schadensersatz), provided, however, that the case is not resolved by the procedure laid down in section 6.8.1 (c) (i.e. if the case is resolved by the procedure laid down in section 6.8.1 (c) and if you have provided valid proof according

to section 6.10.2, the guarantee in this sub-section (7) shall not apply for the specific reason and item the valid proof was provided for); and

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

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

## 6.8. Assignment of Purchased Receivables back to You

- 6.8.1 If the relevant Purchased Receivable fulfils one of the following criteria (the "Defect Receivable"):
- the buyer exercises its right of withdrawal (Widerruf) regarding the Purchased Receivable with valid effect;
  - 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;
  - in case of an objection of the buyer against a Purchased Receivable (dispute), if you do not provide valid proof upon request of eBay Sarl in accordance with section 6.10.2;
  - 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.

- 6.8.2 eBay Sarl hereby assigns all current and future Defect Receivables to you subject to the condition precedent in section 6.8.3 below and you hereby accept the assignment of all current and future Defect Receivables.
- 6.8.3 The assignment of the relevant Defect Receivable above is subject to the condition precedent that eBay Sarl notifies you of the re-assignment (the "Re-Assignment Notice").
- 6.8.4 You are obliged to pay back any purchase price which you have received for the Defect Receivables from eBay Sarl without undue delay after eBay Sarl has provided the relevant Re-Assignment Notice. eBay Sarl is entitled to set-off this claim which you are obliged to pay to eBay Sarl with any further payment which eBay Sarl is obliged to pay to you.

## 6.9. Refunds

- 6.9.1 In case you initiate a refund for any Purchased Receivable ("Refunded Receivable"), the refunding process will be initiated by eBay Sarl through Adyen, and RatePAY will pay the refund to the buyer.
- 6.9.2 You shall reimburse eBay Sarl in connection with any costs, expenses or liabilities incurred by eBay Sarl in connection with any Refunded Receivable ("Reimbursement Claim") limited to the purchase price of each Refunded Receivable. eBay Sarl is entitled to set-off any Reimbursement Claim with any payment which eBay Sarl is obliged to pay to you.
- 6.9.3 Upon Adyen's assignment of any Refunded Receivable in part or in whole (if any) to eBay Sarl, eBay Sarl will consequently assign such Refunded Receivable to you.

## 6.10. Information Undertakings / Further Assistance

- 6.10.1 You shall undertake to inform eBay Sarl promptly upon becoming aware of (i) any breach of a guarantee according to section 7 regarding any Purchased Receivable or (ii) any other event that may materially impair or jeopardise the realisation of the Purchased Receivables or might materially change your solvency or, subject to you becoming aware of it, the probability of payment of the Purchased Receivables by the buyer.
- 6.10.2 In case a buyer files an objection against a Purchased Receivable with RatePAY, RatePAY will notify eBay Sarl using the dispute platform provided by Adyen and eBay Sarl will notify you regarding the objection and instruct you to provide valid proof of shipment or delivery or other proper performance to eBay Sarl in accordance with the [Seller Protection Policy](#). In case such valid proof is not provided in accordance with the [Seller Protection Policy](#), you agree that this will lead to the re-assignment of the Purchased Receivable by RatePAY to Adyen, Adyen to eBay Sarl and subsequently by eBay Sarl to you and the requirement to repay the purchase price by you to eBay Sarl.
- 6.10.3 In case you receive any payments on the Purchased Receivable, you shall reject these received payments and notify the payer that payment shall be made to RatePAY. You shall notify RatePAY of any rejected payments on the Purchased Receivables.
- 6.10.4 Upon eBay Sarl's request, you shall promptly hand over to eBay Sarl, Adyen and/or RatePAY any information, records and documents which are necessary or expedient for the examination and the enforcement of the Purchased Receivables. In the event that information, records and documentation necessary for the examination or enforcement of the Purchased Receivables have been transferred by you to third parties (in particular, book-keeping agencies or tax advisors) or the electronic data processing operations are undertaken by third parties, you shall promptly, at eBay Sarl's request, instruct such third parties to provide and furnish to eBay Sarl, Adyen and/or RatePAY all such necessary information, records and documentation and to supply their services for eBay Sarl, Adyen and/or RatePAY to the extent necessary for the examination or enforcement of the Purchased Receivables.

## 6.11. Payment

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

## 6.12. Right of modification

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

## 6.13. Data Protection

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

## 6.14. General provisions

- 6.14.1 Measures to minimise the risk of fraud and payment default may be adjusted by RatePAY, by Adyen or eBay Sarl, based on instructions or requirements of RatePAY, at any time and without your consent. eBay Sarl may terminate the processing and settlement of transactions concerning the RP Payment Method(s) without undue delay or if you no longer 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.

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

## 7. Corrective Measures

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

## 8. General Provisions

### Exclusion of Certain Provisions for Non-Consumers

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

### Complaints

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

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

### Communication

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

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

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

### Governing Law and Jurisdiction

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

As a consumer, you may bring any judicial proceedings relating to the General Payments Terms and these Additional Payments Terms for Payment Services provided by eBay Sarl before the competent court of either your place of residence or eBay Sarl's place of business in Luxembourg. If eBay Sarl wishes to enforce any of its rights against you as

a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business seller, you agree to submit to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg.

## IV. ADDITIONAL TERMS FOR SERVICES PROVIDED BY ECCA

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

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

### 1. Receipt and Settlement of Funds

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

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

### 2. Authorization to Pay

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

By completing registration for Managed Payments, you hereby authorize ECCA (or 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 from 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 thirty (30) days' prior notice. To obtain more information on your recourse rights, or for further information on your right to cancel this PAD Agreement and applicable forms, you may contact your financial institution or visit [www.payments.ca](http://www.payments.ca).

### 3. Legal Disputes

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

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

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

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

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

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

## V. ADDITIONAL TERMS FOR SERVICES PROVIDED BY ECA

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

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

### 1. Receipt and Settlement of funds

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



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

## 2. Unsuccessful Direct Debits

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

## 3. 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.

## 4. Legal Disputes

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

### Law and Forum for Legal Disputes

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

### Notices

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

Any notices to ECA's registered agent must be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail) or by facsimile transmission to eBay Commerce Australia Pty Ltd % Corrs Chambers Westgarth, 8-12 Chifley Square, Sydney NSW 2000, Fax: (01) 9210 6611.

Posting Date: June 18, 2020

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