

User Agreement

1. Introduction This User Agreement, the Mobile Application Terms of Use, and all policies and additional terms posted on and in our sites, applications, tools, and services (collectively "Services") set out the terms on which eBay offers you access to and use of our Services. You can find an overview of our policies here. The Mobile Application Terms of Use, all policies, and additional terms posted on and in our Services are incorporated into this User Agreement. You agree to comply with all terms of this User Agreement when accessing or using our Services. The entity you are contracting with is: eBay Inc., 2025 Hamilton Ave., San Jose, CA 95125, if you reside in the United States; eBay (UK) Limited, 1 More London Place, London, SE1 2AF, United Kingdom, if you reside in the United Kingdom; eBay GmbH, Albert-Einstein-Ring 2-6, 14532 Kleinmachnow, Germany, if you reside in the European Union; eBay Canada Limited, 240 Richmond Street West, 2nd Floor Suite 02-100, Toronto, ON, M5V 1V6, Canada, if you reside in Canada; eBay Singapore Services Private Limited, 1 Raffles Quay, #18-00, Singapore 048583, if you reside in India; and eBay Marketplaces GmbH, Helvetiastrasse 15/17, CH-3005, Bern, Switzerland, if you reside in any other country. In this User Agreement, these entities are individually and collectively referred to as "eBay," "we," or "us." If you reside in India and you register for our Services, you further agree to the eBay.in User Agreement. Read this User Agreement carefully as it contains provisions that govern how claims you and we have against each other are resolved (see "Disclaimer of Warranties; Limitation of Liability" and "Legal Disputes" provisions below). It also contains an Agreement to Arbitrate which will, with limited exception, require you to submit claims you have against us or related third parties to binding and final arbitration, unless you opt out of the Agreement to Arbitrate in accordance with section 19.B.9 (see Legal Disputes, Section B ("Agreement to Arbitrate")). If you do not opt out: (1) you will only be permitted to pursue claims against us or related third parties on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis; and (3) you are waiving your right to pursue disputes or claims and seek relief in a court of law and to have a jury trial.

2. About eBay eBay is a marketplace that allows users to offer, sell, and buy goods and services in various geographic locations using a variety of pricing formats. eBay is not a party to contracts for sale between third-party sellers and buyers, nor is eBay a traditional auctioneer. Any guidance eBay provides as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. We may use artificial intelligence or AI powered tools and products to provide and improve our Services, to offer you a customized and personalized experience, to provide you with enhanced customer service, and to support fraud detection; availability and accuracy of these tools are not guaranteed. We may help facilitate the resolution of disputes between buyers and sellers through various programs. Unless otherwise expressly provided, eBay has no control over and does not guarantee: the existence, quality, safety, or legality of items advertised; the truth or accuracy of users' content or listings; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction or return an item.

3. Using eBay In connection with using or accessing our Services you agree to comply with this User Agreement, our policies, our terms, and all applicable laws, rules, and regulations, and you will not:

- breach or circumvent any laws, regulations, third-party rights or our systems, Services, policies, or determinations of your account status;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services, or are a person with whom transactions are prohibited under economic or trade sanctions;
- fail to pay for items purchased by you, unless you have a valid reason as set out in an eBay policy, for example, where the seller has materially changed the item's description after you bid (see our Unpaid item policy);
- fail to deliver items sold by you,

unless you have a valid reason as set out in an eBay policy; • manipulate the price of any item or interfere with any other user's listings; • fail to complete delivery, clear ownership, and/or complete any other documentation associated with the sale or purchase of any vehicle; • take any action that may undermine the feedback or ratings systems (our Feedback policies); • transfer your eBay account (including feedback) and user ID to another party without our consent; • share your log in credentials with any third parties. If you require that authorized third parties (employees, agents, etc.) have access to your account we offer a Multi-User Account Access program for that purpose; • create listings or provide us with content in inappropriate categories or areas of our sites; • engage in gambling; • provide us with content that is false, inaccurate, misleading, deceptive, defamatory, libelous, illegal, inappropriate, harmful, or violates and/or infringes the rights of others; • distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes; • distribute viruses or any other technologies that may harm eBay or the interests or property of users; • use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access our Services for any purpose, except with the prior express permission of eBay; • circumvent any technical measures used to provide our Services; • interfere with the functioning of our Services, such as by imposing an unreasonable or disproportionately large load on our infrastructure; • export or re-export any eBay application or tool, except in compliance with the export control laws, and rules and policies of any relevant jurisdictions; • infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to eBay. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to eBay or someone else; • infringe any Intellectual Property Rights that belong to third parties affected by your use of our Services or post content that does not belong to you; • commercialize any eBay application or any information, data, or software associated with such application, except with the prior express permission of eBay; or • harvest or otherwise collect or use information about users without their consent. Sellers must meet eBay's minimum performance standards. Failure to meet these standards may result in eBay charging sellers additional fees, and/or limiting, restricting, suspending, or downgrading your seller account. If we believe you are violating this User Agreement or any of our policies, or abusing eBay and/or our Services in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, delay or remove hosted content, remove any special status associated with your account(s), remove, not display, and/or demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. We may offer a process allowing users to report claimed violations for us to consider and handle through one or more of these options, all in our sole discretion. If we believe you are violating our policies prohibiting Offers to buy or sell outside of eBay, you may be subject to a range of actions, including limits on your buying and selling privileges, restrictions on listings and account features, suspension of your account, application of fees, and recovery of expenses for policy monitoring and enforcement. Also, as provided below in the Fees and Taxes section, if we believe you are violating our policy on buying or selling outside of eBay, you may be charged final value fees. We may cancel unconfirmed accounts or accounts that have been inactive for a substantial period of time. Additionally, we reserve the right to refuse, modify, or terminate all or part of our Services to anyone for any reason at our discretion.

4. Vehicle Purchases & Sales As it relates to vehicle listings, eBay Secure Checkout is powered by and made possible by the services of Caramel Dealer Services, LLC. As such, when you use eBay Secure Checkout to purchase or sell a vehicle listed on eBay sites, you are contracting with Caramel Dealer Services, LLC d/b/a CDS Auto Sales ("Caramel"). Caramel is an eBay affiliate that holds state licenses as a used vehicle dealer in Arizona, California, Florida, and Texas. Caramel's Terms of Use, Privacy

Policy, and additional policies and terms posted on and in its sites, applications, tools, and services set forth the terms under which you may access and use Caramel Services. For additional information, you should review the Frequently Asked Questions page for eBay Secure Checkout. eBay is not a vehicle broker, vehicle dealer, or an agent acting on behalf of vehicle brokers, dealers, buyers or sellers. eBay does not maintain an inventory of vehicles for sale and does not sell, exchange, buy, offer for sale, negotiate or attempt to negotiate sales or exchanges of an interest in any vehicle listed on eBay sites. eBay has never: (1) held title for any vehicle listed on eBay sites; (2) inspected any vehicle listed on eBay sites; (3) set or negotiated prices for any vehicle listed on eBay sites; (4) had any vehicle listed on eBay sites in its possession; (5) shipped, distributed, or delivered any vehicle listed on eBay sites; or (6) sold a vehicle listed on eBay sites by consignment. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS OF WARRANTIES DETAILED IN SECTION 16, YOU AGREE THAT: (A) EBAY DOES NOT WARRANT AGAINST DEFECTS IN ANY VEHICLE, AND DOES NOT MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING REPRESENTATIONS, PROMISES, OR STATEMENTS AS TO THE VEHICLE'S VALUE, CONDITION, SAFETY, CAPABILITY, FITNESS, OR MERCHANTABILITY, (B) NO INFORMATION OBTAINED ON EBAY SITES WILL CREATE ANY WARRANTY, EXPRESS OR IMPLIED, (C) YOU HAVE NOT AND WILL NOT RELY UPON ANY REPRESENTATION AS TO THE VEHICLE'S VALUE, CONDITION, SAFETY, CAPABILITY, FITNESS, OR MERCHANTABILITY, AS COMING FROM EBAY, AND (D) EBAY MAKES NO WARRANTY CONCERNING ANY VEHICLE'S TITLE. EBAY DISCLAIMS ALL VEHICLE-RELATED REPRESENTATIONS, GUARANTEES, AND WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE BY LAW. You agree that any reliance on vehicle information on eBay sites is at your own risk. Any discrepancies or mistakes made regarding vehicle availability, quality, safety, condition, pricing, financing, insurance and the like are not the fault or responsibility of eBay. Neither the accuracy of vehicle information provided on eBay.com, nor the availability, quality, or safety of vehicles is guaranteed by eBay. Furthermore, neither the financing of or insurance relevant to vehicles is controlled or guaranteed by eBay. The purchase of a vehicle encompasses multiple disciplines and eBay is not an expert on matters such as vehicle market valuation, laws relating to vehicles, taxes relating to vehicles, vehicle financing, vehicle registration, vehicle insurance, vehicle condition safety, and inspections, or vehicle mechanical fitness and engineering, eBay hereby cautions you, and you understand and acknowledge, that you should seek professional expert assistance and advice in these and other areas of professional expertise as appropriate.

5. Policy Enforcement When a buyer or seller issue arises, we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for both buyers and sellers. The foregoing does not limit or impair our right to refuse, modify, or terminate all or part of our Services to anyone, or to terminate this agreement with anyone, for any reason at our discretion.

6. Fees and Taxes We charge sellers for the use of our Services. In some cases, where buyers receive supplemental Services such as authentication or storage Services for items in certain categories, we may also charge those buyers for such supplemental Services. The fees we charge sellers for using our Services to sell goods and services are listed on our Selling fees pages. We may change our selling fees from time to time by posting the changes on the eBay site fourteen (14) days in advance, but with no advance notice required for temporary promotions or any changes that result in the reduction of fees. If you are a seller, you are liable for fees arising out of all sales made using some or all of our Services, even if sales terms are finalized or payment is made outside of eBay. In particular, if you offer or reference your contact information or ask a buyer for their contact information in the context of buying or selling outside of eBay, you may be liable to pay a final value fee applicable to that item, even if the item doesn't sell, given your usage of our Services for the introduction to a buyer. You as a seller must have a payment method on file when using our selling Services and pay all fees and applicable taxes associated with your use of our Services by the payment due date. If your

payment method fails or your account is past due, we may place restrictions on your account, or the eBay Payments Entities (as defined below) may collect amounts owed in the manner described in the Payments Terms of Use, and late fees will apply. eBay, or the collection agencies we retain, may also report information about your account to credit bureaus, and as a result, late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you wish to dispute the information eBay reported to a credit bureau (i.e., Experian, Equifax, or TransUnion) please contact us at eBay Inc., c/o Global Collections, 7700 West Parmer Lane, Building D, Austin, TX 78729. If you wish to dispute the information a collection agency reported to a credit bureau regarding your eBay account, you must contact the collection agency directly.

7. Listing Conditions

When listing an item for sale on our Services, you agree to comply with eBay's Listing policies and Selling practices policy and also agree that:

- You assume full responsibility for the item offered and the accuracy and content of the listing, including listing content created using tools offered by eBay or third parties such as translation, image editing, and generative artificial intelligence tools;
- Your listing may not be immediately searchable by keyword or category for several hours (or up to 24 hours in some circumstances). eBay can't guarantee exact listing duration;
- Your fixed-price listings may renew automatically every calendar month, based on the listing terms at the time, until all quantities sell or the listing is ended by you or eBay, in its sole discretion;
- The content you provide complies with all of our listing policies, including the Images, videos and text policy;
- Content that violates any of eBay's policies may be modified, obfuscated, or deleted at eBay's sole discretion;
- We may revise listings to supplement, remove, or correct information;
- We strive to create a marketplace where buyers find what they are looking for. Therefore, the appearance or placement of listings in search and browse results will depend on a variety of factors, including, but not limited to:
 - buyer's location, search query, browsing site, and history;
 - item's location, listing format, price and shipping cost, terms of service, end time, history, and relevance to the user query;
 - seller's history, including listing practices, Detailed Seller Ratings, eBay policy compliance, feedback, and defect rate; and
 - number of listings matching the buyer's query.
- To drive a positive user experience, a listing may not appear in some search and browse results regardless of the sort order chosen by the buyer;
- Some advanced listing upgrades will only be visible on some of our Services;
- eBay's Duplicate listings policy may also affect whether your listing appears in search results;
- Metatags and URL links that are included in a listing may be removed or altered;
- We may provide you with optional information to consider when creating your listings. Such information may be based on the aggregated sales and performance history of similar sold and/or current listings; results may vary for individual listings;
- You agree that we may display the sales and performance history of your individual listings (and their associated campaigns) to others;
- For items listed in certain categories, subject to certain programs, and/or offered or sold at certain price points, eBay may require the use of certain payment methods, subject to our Payments methods policy. For example, for inventory covered by authentication or storage services, buyer and sellers may be subject to escrow and/or payment handling requirements;
- You will not sell and will promptly remove all listings for any product recalled by a manufacturer or governmental agency if the sale of the product is prohibited by law or regulation or if the product poses a health or safety hazard as specified by any governmental agency. eBay has no responsibility or liability for the safety or performance of any product that you list or sell using our Services, including any product that is subject to a recall. You are solely responsible for any non-conformity or defect in, or compliance with any public or private recall of, any product you list or sell using our Services;
- eBay may publish and promote your listings, including related content such as username, product reviews and feedback, in any format and through any channel, including across any eBay Services, our partners, or third-party property or advertising medium; and
- Selling fees do not purchase exclusive rights to item exposure on our Services. We may display third-party advertisements (including links and references thereto) or other

content in any part of our Services, including listings, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers.

8. Purchase Conditions When buying an item using our Services, you agree to the Rules and policies for buyers and that:

- You are responsible for reading the full item listing before making a bid or offer, buying, or committing to buy;
- You enter into a legally binding contract to purchase an item when you buy the item, commit to buy the item, your offer for the item is accepted, you have the winning bid for the item, or your bid for the item is otherwise accepted, regardless of when payment is due or received unless the transaction terms state that you are required to pay for the item before a binding contract is formed;
- For motor vehicles and real estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item and does not create a formal contract between the buyer and the seller;
- We do not transfer legal ownership of items from the seller to you;
- Utah Code Annotated § 70A-2-401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise.

9. International Buying and Selling; Translation Given the nature of eBay's global marketplace, listings may be viewed and purchased by, and shipped to, buyers around the world. Many of our Services are accessible internationally. We offer certain programs, tools, and experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. If, as a seller, you do not want your item to be sold to buyers internationally, you can exclude countries or regions you don't want to ship to by adjusting your shipping settings as provided in the International selling policy. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. If you purchase an item on an eBay site that is different from your registration site, you are subject to the User Agreement and applicable policies of that other eBay site with respect to that particular purchase, as detailed in the International selling policy. For sellers, you agree that we may display your listing for sale on an eBay site other than the site where you listed your item for sale, based on your shipping settings. You may adjust these settings as detailed in the International selling policy. If you list your items with an international shipping option, the appearance of your listings on sites other than the listing site is not guaranteed. If you sell an item on an eBay site that is different from your registration or listing site, you are subject to the User Agreement and applicable policies, including any buyer protection programs, of that other eBay site with respect to that particular sale, as detailed in the International selling policy. You authorize us to use automated tools to translate your eBay content, including member-to member communications, in whole or in part, into local languages where such translation solutions are available. We may provide you with tools which will enable you to translate content at your request. The accuracy and availability of any translation are not guaranteed. One of the ways we make eBay.com listings available to international buyers is through the eBay International Shipping Program ("EIS"). EIS enables buyers to obtain parcel processing, international shipping, and customs clearance services. It is facilitated by eBay through third-party service providers that eBay has contracted with to operationalize the program. By listing your item on eBay.com you agree to the EIS Terms and Conditions. If you choose not to participate in EIS, you can opt out of the program by updating your shipping preferences.

10. Content When you provide content using our Services (directly or indirectly), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all Intellectual Property Rights you have in that content in connection with our provision, expansion, and promotion of our Services, including development of new offerings as part of our Services, in any media known now or developed in the future. To the fullest extent permitted under applicable law, you waive your right to enforce your Intellectual Property Rights, including any moral rights, in that content against eBay, our assignees, our sublicensees, and their assignees in connection with our, those assignees', and those

sublicensees' use of that content in connection with our provision, expansion, and promotion of our Services. You represent and warrant that, for all such content you provide, you own or otherwise control all necessary rights to do so and to meet your obligations under this User Agreement. You represent and warrant that such content is accurate, appropriate, and legal. You represent and warrant that use of any such content (including derivative works) by us, our users, or others in contract with us, and in compliance with this User Agreement, does not and will not infringe any Intellectual Property Rights of any third party. eBay takes no responsibility and assumes no liability for any content provided by you or any third party. We offer product data (including images, descriptions and specifications) that are provided by third parties (including eBay users). You may use that content solely in your eBay listings. eBay may modify or revoke such permission at any time in our sole discretion. The product data includes copyrighted, trademarked, and other proprietary materials. You agree not to remove any copyright, proprietary, or identification markings in the product data and not to create any derivative works based on that data (other than by including the data in your listings). We try to offer reliable product data, but we cannot promise that the content provided through our Services will always be available, accurate, complete, and up-to-date. You agree that eBay is not responsible for examining or warranting the listings or content provided by third parties through our Services, and that you will not attempt to hold us or our data providers liable for inaccuracies. The name "eBay" and other eBay marks, logos, designs, and phrases that we use in connection with our Services are trademarks, service marks, or trade dress of eBay in the U.S. and other countries. They may not be used without the express written prior permission of eBay.

11. Notice for Claims of Intellectual Property Violations and Copyright Infringement Pursuant to Section 512(c) of Title 17 of the United States Code We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. eBay's Verified Rights Owner (VeRO) program works to ensure that items and content using our Services do not infringe upon the copyright, trademark, or certain other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our VeRO team and we will investigate. Learn how to submit a notice to eBay.

12. Holds and Restricted Funds To protect eBay from risk of liability for your actions as a seller, eBay Payments Entities (as defined below) may restrict access to your funds as described in the Payments Terms of Use.

13. Authorization to Contact You; Recording Calls; Analyzing Message Content eBay may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable law, or any other agreement we may have with you. eBay may also contact you using autodialed or prerecorded calls and text messages for marketing purposes (e.g., offers and promotions), if you consent to such communications. Our collection, use, disclosure,