## **Security**

Online shopping can affect the customers since there many threats for the customers when they shopping online. Most of the customers are aware of some threats. They expect from the website to provide them with good security because they don't want to face any difficulties and issues. However, as a drawback, the customer has to take a risk if he/she doesn't have an extraordinary knowledge of the security when they are shopping online.

## **THREATS**

The e-commerce website collects and stores their customer's data and these data can hold many threats. Below there are some threats that often take place when a customer is using an e-commerce website.

## 1. Hackers

The database which has all the customer details and pieces of information can be hacked. The definition of hacking; Hacking is unauthorized access to a computer or another system's data. The individual who occupied with hacking activities is generally referred to as a hacker. However, there are different types of hackers for various purposes. Therefore, there is a conceivable outcome that somebody may hack the database. As I mentioned above as various hackers there are various reasons as to why hackers would hack the company's database. There are many reasons for hackers to hack accounts. Major reasons are to steal credit cards details and financial details, these hackers are known as cyber thieves. Thereby customer will lose huge amount of money without knowing. Also, there is some hacker who hacks account for fun and to blackmail.

In the modern world some competitive companies trying to hack databases too. This way they can have good advantages since they can determine customer needs and likes. Also, some computers hack their rivals to make a bad reputation for them.

## 2. Virus

A Virus is another threat in the current world which affect in many ways for the people. Few causes are listed below.

- Viruses can corrupt or delete data files and document files.
- Some viruses erase your hard drive or crashes your hard drive.
- Slow response and slow program execution.

- Files that have mysteriously vanished.
- Extensive pop-up ads.

As I listed above virus can affects system's in many ways. Therfore if a virus enters to the ebay.co.uk databse. It will corupt entire data in the database and cause a loss of data to the company.

## 3. Spyware

Spyware is a software that is used to obtain record information on another computer or computers. Therefore this is another threat. If the software to the server of the company, then it will show up all the records of the company. So, in this method, hidden files and personal data can be monitored by spies.

## 4. Natural Disasters & Technical Errors

The database can also be damaged by natural disasters like fire and water. These natural disasters may destroy the entire database of the company alongside the loss of all the data and information.

## **MEASURES TAKEN**

There are several measures taken by the ebay.co.uk in order to give full security to their customers.

## 1. Firewall

Installing a firewall is a way to avoid viruses and getting hacked. In the modern world, all the computers have come with an installed firewall. The firewall act as a filter because it works like a virus guard and blocked viruses going in and out of the system. Also, the firewall blocked all unauthorized access. Firewall can be a hardware device as well. Many companies use a firewall in this way because it is more efficient. Theby using a firewall can be taken as the best measure to avoid hackers and viruses.

## 2. Encryption

Encryption is known as a process of converting information and data into an illegebal codes and these data can only be read using a decryption key. This is another measure that can be taken. Data such as credit and debit card details, passwords, emails and other personal information are encrypted when those are sent to the database. As a

result, if a hacker hacked a database it's not a matter since they can't read data without the decryption key. Theby encryption can also be taken as the best method to protect data.

## 3. <u>Secure Socket Layer (SSL)</u>

Secure socket layer is a standard security technology which provides communication security through the internet. This security technology allows creating an encrypted link between a browser and the web server. Thereby this link ensures that all the data transferred between a browser and the server remain privet and integral. Secure socket layer (SSL) uses a program layer which is located between the interne's Hypertext Transfer Protocol (HTTP) and Transport Control Protocol (TCP) layers. The "sockets" refers to the method of passing data forward and backwards between a customer and a server program in a network or between program layers in the same Personal Computer (PC).

## 4. Backing Up Data

Data and information can be lost or corrupted due to many reasons. Therefore, it is necessary for the company to back up all the data daily that they store in their database. So it is highly recommended to back up their data daily and store them in the different device since sometimes data can be lost for various reasons such as unauthorized users and technical faults.

## 5. <u>Laws</u>

The system of rules which a specific nation or community perceives as managing the activities of its individuals and which it might authorize by the imposition of penalties. There are two laws that are important for these sorts of cases.

- i Data Protection Act
- ii Computer Misuse Act

The Data Protection Act is to protect and safe personal informations. Below there are list of the legal conditions:

- should be Fairly and Lawfully processed.
- should be Obtained fairly.

- should be Relevant and accurate.
- should be Up to Date.
- should be Shown to the customer at request.
- should be kept secure.
- Must only be kept if it is necessary.

The Computer Misuse Act placed to protect being misused and also to protect computer from being accessed by unauthorized users without the permission.

If these laws are available, then customer can trust the websites because the company has accepted to follow these rules.

## **POLICIES**

ebay.co.uk has it's descreptive very own policies. Below there are screenshots of the ebay.co.uk terms and conditions given to their customers/users to use their website.



#### 16. General

#### 1. Introduction

This User Agreement, the eBay User Privacy
Notice, the Mobile Device Terms and all policies
posted on our sites set out the terms on which
eBay offers you access to and use of our sites,
services, applications and tools (collectively
'Services'). You can find an overview of our
policies here. All policies and the Mobile Device
Terms are incorporated into this User
Agreement. You agree to comply with all of the
above when accessing or using our Services. For
information regarding the processing of
personal data, please see our User Privacy
Notice

- If you reside in the United Kingdom, you are entering into a contract with eBay (UK) Limited,
   1 More London Place, London, SE1 2AF, United Kingdom, VAT number GB 782 3254 24.
- If you reside outside the UK but within the European Union, you are entering into a contract with eBay GmbH, Albert-Einstein-Ring 2-6, 14532 Kleinmachnow, Germany, VAT number DE 200081785.
- If you reside within the United States, you are entering into a contract with eBay Inc, 2065
   Hamilton Ave, San Jose, CA, 95125, USA
- If you reside in Canada, you are entering into a contract with eBay Canada Limited, 500 King Street West, Suite 200, Toronto, ON M5V 1L9, Canada.

- If you reside in India, you are entering into a contract with eBay Singapore Services Pte Ltd,
   10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315.
- If you reside elsewhere, you are entering into a contract with eBay Marketplaces GmbH,
   Helvetiastraße 15-17, 3005 Bern, Switzerland.

#### About eBay

eBay is a marketplace that allows users to offer, sell and buy just about anything in a variety of pricing formats and locations.

eBay does not have possession of anything listed or sold through eBay, and is not involved in the actual transaction between buyers and sellers. The contract for the sale is directly between buyer and seller. eBay is not a traditional auctioneer.

While we may provide pricing, postage, listing and other guidance in our Services, such guidance is solely informational and you may decide to follow it or not. eBay does not review users' listings or content. While we may help facilitate the resolution of disputes through various programmes, 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, listings or feedback; 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.

Sellers must have a valid payment method on file with eBay at all times. You authorise eBay to automatically charge your chosen payment method in accordance with

#### 3. Using eBay

In connection with using or accessing the Services you will not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third-party rights or our systems or policies;
- sell any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties:
- use our Services if you are not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using our Services;
- fail to pay for items purchased by you, unless you have a valid reason as set out in an eBay policy,

- the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot contact the seller (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, for example the buyer fails to comply with the terms posted in your listing, or you cannot contact the buyer:
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, defamatory, or libellous content;
- take any action that may undermine the Feedback or ratings systems (please see our rules about Feedback);

this User Agreement and the applicable billing agreement (s) you agree to when setting up or changing your payment method, for future charges and fees incurred in relation to the Services provided by eBay. This includes, but is not limited to, amounts owed for eBay fees, eBay Money Back Guarantee reimbursements and postage labels. eBay will notify you of these charges. If payments or amounts owed to eBay cannot be completed through the payment method on file for any reason, you are still required to pay eBay for all unpaid amounts and eBay reserves the right to seek reimbursement through other means plus any additional costs incurred by eBay in seeking reimbursement. You can change your payment method in My eBay at any time.

Under the eBay Money Back Guarantee, if a seller chooses or is required to reimburse the buyer or eBay because a case is resolved in the buyer's favour, we may:

- remove funds from the seller's PayPal account to reimburse the buyer for the cost of the item and the original postage cost in accordance with the seller's authorisation provided to us under this User Agreement; or
- 2. where there are insufficient funds in the seller's PayPal account, directly refund the buyer for the cost of the item and the original postage cost, and, in this case, the seller must reimburse us in full, and in a timely manner, for an amount equivalent to the sum we paid to the buyer.

Where the seller is found at fault, we will notify the seller and charge the reimbursement amount to the seller's chosen payment method, or invoice the seller for the reimbursement amount.

- transfer your eBay account (including Feedback) and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- use the contact information of other users for any purpose other than in relation to a specific eBay transaction on the eBay site (which includes using this information to send marketing materials directly to eBay users unless the user has given explicit consent to receiving these materials);
- distribute viruses or any other technologies that may harm eBay, or the interests or property of eBay users;

- use any robot, spider, scraper or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any eBay application or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- infringe the copyright, trademark, patent, moral, database or other intellectual property rights (collectively, "Intellectual Property Rights") that belong to or are licensed to eBay. Some, but not all, actions that may be 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 the Services or post content that does not belongs to you;
- commercialise any eBay application or any information or software associated with such application;
- harvest or otherwise collect information about users, such as email addresses, without their consent; or
- circumvent any technical measures we use to provide the Services.

If you are registering with eBay as a business entity, you represent that you have the authority to legally bind that

entity. If you are trading as a business on eBay, you must comply with all applicable laws relating to online trading for the site you are selling on (please see Listing Conditions for more information on the legal requirements for selling in the UK).

You agree that we will commence supplying our Services to you as soon as you accept this User Agreement. You can cancel this User Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges)
Regulations 2013. We may recoup the cost of any Services provided up to the point of cancellation.

If (1) we believe you are violating the policy on 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 for the introduction of seller to buyer, and recovery of expenses for policy monitoring and enforcement; and (2) you are a seller and you offer or reference your contact information or ask for the buyer's contact information in the context of buying or selling outside of eBay, you will be liable for all final value fees in consideration for the introduction to a buyer for that item on the eBay site, even if the item does not sell.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services.

Additionally, we reserve the right to vary or terminate all or part of our Services and/or not provide all or part of our Services to anyone for any reason and/or period of time, at our discretion.

#### 4. Abusing eBay

Without limiting other remedies, we may limit, suspend, or terminate your user account(s) and access to our Services, restrict or prohibit access to, and your activities on, our Services, cancel bids, remove or demote or otherwise restrict the visibility of listings, delay or remove hosted content, remove any special status associated with the account, reduce or eliminate any discounts, and take technical and legal steps to keep you from using our Services if:

- we think that you are creating problems or possible legal liabilities for us, our users, suppliers or other third parties;
- we think that such restrictions will improve the security of the eBay community or reduce our or

another eBay user's exposure to financial liabilities:

- we think that you are infringing the rights of third parties;
- we think that you are acting inconsistently with the letter or spirit of this User Agreement or our policies or abuse our employees or users;
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- you fail to make, or it is evident that you are unable to make, full payment of any fees due for our Services by your payment due date.

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, and to do the right thing for both buyers and sellers.

#### 5. Fees

Private seller fees for using our Services are listed on our Fees for private sellers page and business seller fees for using our Services are listed on our Fees for business sellers page. The fees we charge for selling vehicles are listed on our Fees for selling vehicles on eBay Motors page. We may change our fees, or introduce new fees from time to time by posting the changes on the eBay site or via the Messages section of My eBay - opens in new window or tab 30 days in advance. You may close your account without penalty within 30 days of such notice being given.

If you are a seller, you are liable for transaction fees arising out of all sales made using some or all eBay Services, even if sales terms are finalised or payment is made outside of eBay. In addition, if you are a seller and you offer or reference your contact information or ask for a buyer's contact information, you may be liable to pay a final value fee in consideration for the introduction to a buyer for that item on the eBay site, even if the item does not actually sell.

You are required to have a payment method on file when selling on eBay. If your payment method fails or your account is overdue, we may collect fees owed by charging other payment methods on file and retaining collection agencies or legal counsel.

Seller fees don't purchase exclusive rights to item exposure on eBay whether on a web page, mobile app, or otherwise. We may display third party advertisements (including links and references thereto) or other content in any part of our Services, at our sole discretion.

#### 6. Listing Conditions

When listing an item, you agree to comply with the rules for listing and selling practices policy and that:

- you are responsible for the accuracy, content and legality of the item listed and agree to list in accordance with the prohibited and restricted items policy;
- your listing may not be immediately searchable by keyword or category for up to 24 hours. eBay does not guarantee exact listing durations;
- when you use the consumer seller listing tool to create listings, your fixed-price listings may renew automatically every 30 days, based on the

listing terms at that time, until the quantities sell out or until you cancel the listing;

- you are responsible for all taxes (including but not limited to penalties, fines, charges, or late payment interest) related to your sales on the eBay site. To the extent possible under English law, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and interest, levied by any competent tax authority due to your failure to provide a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest.
- content that violates any of eBay's policies may be modified, obfuscated or deleted at eBay's discretion:

- in accordance with the listing with the eBay catalogue policy - opens in new window or tab, we may revise product data associated with listings to supplement, remove, or correct information:
- where your listing appears in search and browse, results may be based on certain factors such as listing format, title, bidding activity, end time, keywords, price and postage cost, Feedback, eBay policy compliance and detailed seller ratings.
   Learn more about finding an item you listed for sale;
- eBay's duplicate listings policy may also affect whether your listing appears in search results;
- meta-tags and URL links that are included in a listing will be removed or altered so as to not affect third party search engine results;

- we may provide you with optional recommendations to consider when creating your listings. Such recommendations may be based on the aggregated sales and performance history of similar sold and current listings; results will vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your listings to other sellers;
- some optional upgrade features will only be visible on certain eBay Services.

Accordingly, 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.

#### 7. Purchase Conditions

When buying an item, you agree to comply with the rules for buyers and that:

- you are responsible for reading the full item listing before making a bid or commitment to buy:
- you enter into a legally binding contract to purchase an item when you commit to buy an item, or if you have the winning bid (or your bid is otherwise accepted);
- for motor vehicles and real estate (property) listed in the Classified Ad format, a bid or offer is not binding, but expresses a buyer's serious interest in the item;
- if you purchase an item on an eBay site other than ebay.co.uk you are subject to the User

Agreement of that other eBay site solely with respect to that particular purchase.

#### 8. International buying, selling and translation

Sellers and buyers are responsible for complying with all laws and regulations applicable to international sales, purchases, and postage of items. Many of our Services are accessible to international sellers and buyers. We may offer certain programmes, tools and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion.

Your items may be listed on one or more of eBay's international sites in addition to ebay.co.uk. You may stop your listings from appearing on international sites by excluding international postage locations from your listings. By selecting international postage you authorise

eBay, in its discretion, to display your listings on eBay sites other than the original listing site but acknowledge that your listings may not appear on some or all of these sites. When you sell your items internationally, you agree to be subject to that other site's policies, and you agree to be subject to and accept eBay's International Selling Agreement - opens in new window or tab.

You authorise us to use automated tools to translate your eBay content and 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 or availability of any translation is not guaranteed.

#### 9. Content

When providing us with content (including causing content to be posted using our Services), you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, sublicensable (through multiple tiers) right to use the content (including, without limitation, creating and using derivative works), and you authorise us to exercise any and all copyright, trademark, publicity, database or other intellectual property rights you have in or to the content in any media known now or developed in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have in the content against us, our sublicensees or our assignees.

We may offer catalogue and/or 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 during the time your listings are on eBay's sites. That permission is subject to modification or revocation at any time at eBay's sole discretion.

We try to offer reliable data, but cannot promise that the content provided through the 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 the Services, and that you will not hold or attempt to hold us or our product data providers liable for inaccuracies. If you choose to use catalogue content and/or product data in connection with your listings, you agree to ensure that the content directly associated with your listings is and

remains accurate, and that you continue to fully comply with this User Agreement and all eBay policies. The catalogue and product data include copyrighted, trademarked and other proprietary materials. You agree not to remove any copyright, proprietary or identification markings in the catalogue or product data or create any derivative works based on that data (other than by including the data in your listings).

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 UK and other countries. They may not be used unless expressly authorised by eBay in writing.

#### 10. Data protection and Privacy

- You and eBay shall process personal data received under and/or in connection with this User Agreement each as a separate and independent controller. In no event will eBay and you process personal data under and/or in connection with this User Agreement as joint controllers or in a controller-to-processor relationship. As such separate and independent controllers, you shall be individually and separately responsible for complying with the obligations that apply to you as a controller under applicable data protection laws.
- You shall comply with your obligations under applicable data protection laws (including but not limited to Regulation (EU) 2016/679 (EU General Data Protection Regulation "GDPR") and

- supplementing EU and local data protection laws. This includes, but is not limited to, the obligation to provide appropriate safeguards for the transfer of personal data to a third country or an international organisation.
- You shall process personal data received from eBay exclusively for the purpose(s) you received the personal data under and/or in connection with this User Agreement. You shall erase the personal data received under this User Agreement immediately after the respective purpose(s) has/have been fulfilled. Any further processing of the personal data is not permitted except when legally required (e.g. if a retention obligation applies).
- Failure to abide by the aforementioned obligations may result in disciplinary action up to and including account suspension.

#### 11. Restricting Funds

To protect against the risk of liability, eBay has at times recommended, and may continue to recommend, that PayPal restrict access to funds in a seller's PayPal account based on certain factors, including, but not limited to, selling history, seller performance, returns, riskiness of the listing category, transaction value or the filing of a case. This may result in PayPal determining to restrict funds in your PayPal account.

### 12. Additional Terms

#### Returns

Sellers can create rules to automate returns and refunds under certain circumstances. For all new sellers, eBay may set a default rule that automates the return process for some or all listings where returns are accepted. Sellers may remove or customise their returns preferences in their account settings within My eBay. Where returns have been set to automatically accept requests, an eBaygenerated return postage label will be provided to your buyer. You agree to comply with our returns policies.

When an item is returned, to refund the buyer, you authorise eBay to request PayPal to reverse the refund amount (in the same or other currency) from your PayPal account, and place the amount on your seller invoice as a

fee (which may be charged to your automatic payment method on file). If the buyer returns an item because it does not match the listing description, sellers will usually be responsible for return postage costs.

The cost of return shipping for an item that is not as described is the seller's responsibility.

You authorise eBay to include return postage charges and auto-refunds on your seller invoice as a fee, which may be charged to your automatic payment method on file, when:

- an eBay-generated return postage label is used, and the seller is responsible for its cost;
- returns and refunds have been automated;
- you fail to send your buyer a return postage label and instead an eBay-generated label is used.

#### 12. Additional Terms

#### Returns

Sellers can create rules to automate returns and refunds under certain circumstances. For all new sellers, eBay may set a default rule that automates the return process for some or all listings where returns are accepted. Sellers may remove or customise their returns preferences in their account settings within My eBay. Where returns have been set to automatically accept requests, an eBaygenerated return postage label will be provided to your buyer. You agree to comply with our returns policies.

When an item is returned, to refund the buyer, you authorise eBay to request PayPal to reverse the refund amount (in the same or other currency) from your PayPal account, and place the amount on your seller invoice as a

fee (which may be charged to your automatic payment method on file). If the buyer returns an item because it does not match the listing description, sellers will usually be responsible for return postage costs.

The cost of return shipping for an item that is not as described is the seller's responsibility.

You authorise eBay to include return postage charges and auto-refunds on your seller invoice as a fee, which may be charged to your automatic payment method on file, when:

- an eBay-generated return postage label is used, and the seller is responsible for its cost;
- returns and refunds have been automated; and/or
- you fail to send your buyer a return postage label and instead an eBay-generated label is used.

When a transaction is cancelled, and you choose to refund the buyer via eBay, you authorise eBay to request PayPal to reverse the refund amount (in the same or other currency) from the seller's PayPal account, to the buyer. See our cancelling a transaction policy for more details.

#### eBay Money Back Guarantee

Most eBay sales go smoothly, but if there's a problem with a purchase, the eBay Money Back Guarantee helps buyers and sellers communicate and resolve issues. The eBay Money Back Guarantee policy is part of this User Agreement and is incorporated by reference. You agree to comply with the policy and permit us to make a final decision on any case.

Sellers must have a payment method on file with eBay. Sellers may change this payment method by contacting eBay. If we resolve a case in the buyer's favour, or if a seller chooses to reimburse a buyer, eBay may notify PayPal of the relevant case and remove funds from the seller's PayPal account to reimburse the buyer for the full cost of the item and postage. Where there are insufficient funds in the seller's PayPal account, we will directly refund the buyer and charge the seller's designated payment method or put the amount on the seller's invoice.

For this purpose, you, in the capacity of a seller:

- authorise and instruct us to request PayPal to collect or reverse variable amounts from your PayPal account to carry out a buyer reimbursement;
- authorise and instruct us to request PayPal to collect or reverse variable amounts in other currency holdings (representing payments

- related to eligible claims) from your PayPal account to carry out a buyer reimbursement where you do not have sufficient funds available in the transaction currency;
- authorise and instruct us to request PayPal to restrict your access to funds (the restriction will apply up to a sum equivalent to the cost of the item and original postage costs paid by the buyer) in your PayPal account at any point during the resolution process. (This may result in PayPal determining to restrict funds in your PayPal account in order to manage PayPal's risk exposure pursuant to PayPal policies. See Restricting funds.);
- authorise and instruct us to charge the payment method you select to recover the amount we pay

- to the buyer (in cases where we refund the buyer directly); and
- authorise and instruct us to place the reimbursement amount on the seller invoice, including but not limited to the cost of return postage labels.

You acknowledge and agree that your authorisations above will be made on a recurring basis and on various dates as required by us to implement the terms of the eBay Money Back Guarantee policy. For future claims, where we resolve a dispute in the buyer's favour, we will notify the seller and continue to charge the seller's preferred payment method. If sellers do not provide eBay with a valid reimbursement method, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies. We may suspend the eBay Money Back Guarantee policy without notice if

we suspect abuse or interference with the proper working of the policy.

# Correcting mistakes in payments to buyers and sellers

We reserve the right to fix any processing errors we discover. We will correct any processing errors by debiting or crediting the payment method used for the eBay Money Back Guarantee refund or reimbursement.

## **Global Shipping Programme**

One of the ways that we may make ebay.co.uk listings available to international buyers on ebay.co.uk and on our international sites is through the Global Shipping Programme. For items that are located in the UK and that are purchased from you by an international buyer in a

country eligible for the Global Shipping Programme, you will post the item to a shipping centre located in the UK. A third party global technology and shipping provider will oversee the processing, customs clearance and international postage of the item to your buyer. For items that are purchased by international buyers through the Global Shipping Programme, buyers will pre-pay any applicable postage and import charges during checkout and will benefit from international tracking of the item from the shipping centre to delivery.

We may choose to make your listings available to international buyers through the Global Shipping Programme unless you opt out of the programme at either an account, country or listing level.

By not opting out of the programme, you will also be acknowledging that you have read and agreed to the

Global Shipping Programme Seller Terms and Conditions opens in new window or tab and that they will apply to you as a seller and to all of your eligible new and existing listings. These terms include, among other important provisions:

- a third party agreement for the parcel processing, customs clearance (for non-EU shipments), and international postage and tracking services, including your consent to the disclosure of certain personal information to third parties in connection with those services;
- an authorisation for third parties to act in your place to facilitate the export clearance of items that you sell through the Global Shipping Programme outside the EU;
- an acknowledgment that you agree and are responsible for ensuring that your listings and

- items are compliant with applicable overseas laws and regulations;
- a description of the items that are ineligible for the programme and restrictions on the value, weights and dimensions of items that may be sold through the programme;
- a list of countries that are eligible for the programme; and
- policies governing the handling of lost, damaged and undeliverable items (including their possible disposal), returns, and the resolution of eBay Money Back Guarantee claims for items that you sell through the programme.

#### **Delivery Options**

We may add certain delivery options to your listings in order to help improve buyer experience. For items that

are eligible, we may choose to make eBay Click & Collect available as a delivery option on your listings on ebay.co.uk unless you opt out at either an account or listing level.

By not opting out, you acknowledge that you have read and agree to the Terms and conditions for Click & Collect opens in new window or tab and that these terms will apply to the relevant listings. Those terms include, among other important provisions:

- a description of the items that are ineligible and restrictions on the value, weights and dimensions of items that may qualify for eBay Click & Collect as a delivery option; and
- consequences of an item being undeliverable or unidentifiable, including an authorisation from

you to dispose of, sell or donate the item to charity.

#### 13. Liability

We try to keep eBay and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in eBay's Services may not occur in real time. Such functionality is subject to delays beyond eBay's control.

We (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business

interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- · your use of or your inability to use our Services;
- pricing, postage or other guidance provided by eBay;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing, or linking to, our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any eBay Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;

- a suspension or other action taken with respect to your account or breach of the Abusing eBay section:
- the duration or manner in which your listings appear in search results as set out in the Listing conditions section: or
- your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.

Although we use techniques that aim to verify the accuracy and truth of the information provided by our users, user verification on the internet is difficult. eBay cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our sites.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) any amounts due under the eBay Money Back Guarantee up to the price the item sold for on eBay and its original postage costs, (b) the amount of fees in dispute not to exceed the total fees which you

paid to us in the 12 months prior to the action giving rise to the liability, or (c) £100.

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law.

#### 14. Compensation

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this User Agreement, your improper use of eBay's Services or your breach of any law or the rights of a third party.

#### 15. Legal Disputes

If a dispute arises between you and eBay, we strongly encourage you to first contact us directly to seek a resolution by contacting Customer Support. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed in all respects by the laws of England and Wales. You and eBay both agree to submit to the non-exclusive jurisdiction of the English courts.

In simple terms, "non-exclusive jurisdiction of the English courts" means that if you were able to bring a claim arising from or in connection with this User Agreement against us in court, an acceptable court would be a court

located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

#### 16. General

If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

You agree that we may at any time and without notice setoff any of the amounts held in eBay user accounts held or controlled by you with any fees, charges or other amounts you owe us and (unless prevented by insolvency law) any such amounts you owe other members of the eBay group (including, without limitation, in respect of any services provided by any member of the eBay group). Our right to

set-off means that we may deduct such fees, charges or other amounts mentioned in this paragraph from an eBay credit balance held or controlled by you.

We may assign our rights and obligations under this User Agreement in accordance with the below (but without your prior express consent), provided that we assign the User Agreement on the same terms or terms that are no less advantageous to you.

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may amend this User Agreement at any time by email, or via the Messages section of My eBay - opens in new window or tab or by posting the amended terms on www.ebay.co.uk - opens in new window or tab. All amended terms shall automatically be effective 30 days after they are initially posted. Your continued use of our Services after the effective date of these amended terms constitutes your acceptance of them.

This User Agreement may not be otherwise amended except through mutual agreement by you and an eBay representative authorised to do so.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the eBay site.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement. A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this User Agreement or which exists or is available apart from that

eBay's Verified Rights Owner (VeRO) programme works to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our VeRO team through our Verified Rights Owner (VeRO) Programme - opens in new window or tab and we will investigate.

The User Agreement and all policies posted on our site are the entire agreement between you and eBay and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees (with respect to fees owed for our Services), Content, Liability, Compensation, Legal disputes and the release contained in this General section. Legal notices shall be served by registered mail to eBay (UK) Limited, 1 More London Place, London, SE1 2AF, United Kingdom. We shall send notices to you by email to the email address you provide to eBay during the

registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

Important: The previous amendment to this User Agreement was effective from 1 May 2018.