



CROSS BORDER TRADE AGREEMENT

International Selling Agreement

Please read this Agreement carefully before proceeding to list your item. You are receiving this Agreement because either:

- you are listing an item for sale on an eBay site other than your eBay site of registration (for example, you are registered with www.ebay.ca but are listing an item for sale on www.ebay.com); and/or
- you are listing an item for sale with an international shipping option (such as worldwide shipping), which may result in your item being sold to a buyer on an eBay site other than the eBay site where you are listing your item for sale.

You must agree to these additional terms and conditions before you will be allowed to list items for sale on eBay sites other than your eBay site of registration and/or list items for sale with an international shipping option (such as worldwide shipping).

PARTIES. If you have a PayPal account, this Agreement is between:

- **You;**
- **eBay** – specifically, the operator of the eBay site where you sell your item, if not your own eBay site of registration. For items sold on eBay.com, you are contracting with **eBay Inc.** For items sold on any of eBay's E.U. sites, you are contracting with **eBay Europe S.à.r.l.** For items sold on eBay.in, you are contracting with **eBay India Pvt. Ltd.** For items sold on an eBay site outside of the U.S., E.U., and India, you are contracting with **eBay International AG**; and,
- **PayPal** – specifically, the PayPal entity with which you have entered into a User Agreement to receive the PayPal Services. For example, if your PayPal account is registered in Canada, you are contracting with **PayPal CA Limited**.

If you do not have a PayPal account, then this Agreement is between you and eBay only.

APPLICATION TO ALL CURRENT & FUTURE LISTINGS. This Agreement will apply to all of your active or "live" eBay listings, including Good 'Til Cancelled listings, and any future listings that you list on an eBay site other than your eBay site of registration and/or list with an international shipping option (such as worldwide shipping). If at any time after accepting this Agreement you no longer want these terms and conditions to apply to future eBay listings, then all you have to do is refrain from listing additional items on an eBay site other than your eBay site of registration and/or refrain from listing additional items with an international shipping option. Also, if at any time after accepting this Agreement you no longer want these terms and conditions to apply to your already active or "live" listings that you listed on eBay sites other than your eBay site of registration and/or with international shipping options, then you must end those listings in accordance with the listing site's policy for ending listings early. For example, if you listed your item on www.ebay.ca, the Canada eBay site's [policy](#) would apply, but if you listed your item on www.ebay.com, the U.S. eBay site's [policy](#) would apply.

EBAY BUYER PROTECTION POLICY. For items sold to buyers on eBay sites other than your eBay site of registration and that have eBay Buyer Protection policies, you agree to be bound by those other eBay sites' respective eBay Buyer Protection policies, which may be different from the eBay Buyer Protection policy (if any) on your own eBay site of registration. Among other terms and conditions, if a dispute arises and cannot be resolved between you as a seller and your buyer, eBay will resolve the buyer's complaint pursuant to the eBay Buyer Protection policy on the eBay site where your item was sold. This includes being liable to eBay for any and all amounts refunded to your buyer under that site's eBay Buyer Protection policy. To view a list of the eBay sites with eBay Buyer Protection policies, as well as the terms of those policies, please click [here](#).

LISTING FEE REFUNDS. If an eBay Buyer Protection policy dispute is resolved in favor of your buyer and your buyer receives a payment under the eBay Buyer Protection policy governing the eBay site where your item was sold, unless you have voluntarily given your buyer a refund you will not receive a refund of your listing fees from eBay.

PAYMENT AUTHORIZATION. If you sell an item on an eBay site other than your eBay site of registration or your item is sold to a buyer on an eBay site other than the eBay site on which you listed your item for sale, and the buyer pays for the item with PayPal, you agree to the following:

a) **AUTHORIZATION TO CHARGE YOUR PAYPAL ACCOUNT**

You hereby authorize eBay, or any eBay affiliate appointed by eBay, to charge your PayPal account for the full amount of any money you owe eBay under an eBay Buyer Protection policy (the “Authorized Amounts”) on a one-time, sporadic, or recurring basis.

b) **YOUR INSTRUCTION TO PAYPAL**

You authorize and instruct PayPal, or any PayPal affiliate, to debit your PayPal account for all and any Authorized Amounts and to pay eBay, or any eBay affiliate appointed by eBay, such Authorized Amounts. You acknowledge and agree that in all circumstances you reasonably expect that payments made pursuant to this section are variable and may be made on various dates. You further agree that PayPal is not obliged to verify or confirm the amount that eBay presents to PayPal for the purpose of processing the payment of any Authorized Amount.

c) **CANCELLATION**

As explained above, if at any time you no longer want PayPal to debit your PayPal account for future Authorized Amounts, then all you have to do is refrain from listing additional items on an eBay site other than your eBay site of registration and/or from listing additional items with international shipping options (such as worldwide shipping). Also, for already active or “live” listings that you listed on eBay sites other than your eBay site of registration and/or that you listed with international shipping options, you must end those listings in accordance with the listing site’s policy for ending listings early. You will remain obligated to pay eBay for all unpaid amounts, and eBay reserves the right to seek reimbursement through other means.

If you use a PayPal account that is registered in the European Union, this payment authorization is without prejudice to your right to cancel a recurring payment pursuant to the “Cancelling Recurring Payments” section of your PayPal User Agreement.

AUTOMATIC PAYMENT METHOD. eBay may require you to have an automatic payment method on file with your eBay site of registration. Where there are insufficient funds in your PayPal account balance and where you have designated PayPal or another payment method as your automatic payment method on your eBay site of registration, you authorize eBay, or any eBay affiliate appointed by eBay, to charge your automatic payment method (and, if PayPal is your automatic payment method, any payment methods or funding sources linked to your PayPal account) for all and any amounts eBay paid to your buyer for claims resolved against you under an eBay Buyer Protection policy, subject to the terms of the billing agreement governing the use of your automatic payment method. If eBay, or any eBay affiliate appointed by eBay, is unable to charge your automatic payment method, you agree to reimburse eBay in full and in a timely manner for all and any amounts eBay paid to your buyer for claims resolved against you under an eBay Buyer Protection policy, subject to account sanctions, up to and including account suspension and termination, for failure to reimburse eBay.

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AMENDMENT. With the exception of subsections (a) and (b) in the above “Payment Authorization” section, eBay and/or PayPal may amend these terms at any time in accordance with your eBay and/or PayPal User Agreements. Additionally, eBay will notify you via the Messages section of My eBay.

MISCELLANEOUS. The laws applicable to this Agreement shall be the laws governing the User Agreement of your eBay site of registration, except for the above “Payment Authorization” section, which shall be governed by the laws that govern the PayPal User Agreement applicable to your receipt of the PayPal Services. To the extent that there is any conflict between the terms of this Agreement and the User Agreement for the eBay site with which you are registered, including, where applicable, the eBay Buyer Protection policy for the eBay site with which you are registered, these terms shall prevail. If you accept this Agreement, a copy of the Agreement will be sent to the email account on file with your eBay site of registration as well as the Messages section of My eBay.

I agree

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