8/31/2019 Billing agreement



By putting this bank account, PayPal account, or credit or debit card (as applicable, your "Automatic Payment Method") on file with us, you agree to the following terms, also referred to as your billing agreement, for our sites, services, applications and tools (the "Services") on which you transact. The entry of your personal information in the above fields constitutes your intent and consent for its use as an electronic signature, only for this billing agreement.

PARTIES TO THIS BILLING AGREEMENT

You are contracting with <u>an eBay company</u> (individually and collectively referred to as "eBay," "we," or "us") determined by your country of residence. For example, and as listed in the chart of eBay companies linked above, if you reside in the United States, you are contracting with eBay Inc.

AUTHORIZATION TO CHARGE YOUR AUTOMATIC PAYMENT METHOD

You authorize eBay to charge your Automatic Payment Method for any and all amounts arising from your use of our Services (collectively, the "Authorized Amounts"). These Authorized Amounts may differ depending on the Service(s) you access and will arise from your activities as you interact with our Services (such as listing items for sale, registering for an eBay program, clicking to accept other charges, etc.). Examples include, without limitation, charges for:

- Selling fees (such as insertion fees, optional listing upgrades, final value fees, subscription fees, etc.)
- Fees or reimbursements for your use of a feature or program offered by eBay (such as shipping labels printed on eBay, refunds for returns automatically paid pursuant to your account settings, etc.)
 - For shipping services, to the extent required under applicable law, eBay is acting as agent for your chosen carrier and is authorized to conclude the sale of shipping services on that carrier's behalf
 - For returns services, amounts owed may include postage and insurance, an exchanged item's difference in cost or a replacement item's cost
- Reimbursements you owe eBay under our Services' buyer protection policies (such as eBay Money Back Guarantee, eBay Customer Guarantee, etc.) (collectively, the "Policy"). Amounts owed will be equivalent to the refunds paid by eBay to your buyers, determined in accordance with the relevant Policy

You understand and reasonably expect that payments made under this billing agreement are for variable amounts and may be made on various dates. As such, eBay may charge your Automatic Payment Method on a one-time, sporadic or recurring basis. An example of a recurring payment from you to eBay is payment of your monthly invoices containing fees related to your selling activities on the Services.

If payment using this Automatic Payment Method cannot be completed for any reason, you authorize eBay to charge other payment methods you have on file for Authorized Amounts under the terms of this billing agreement.

PAYMENT METHODS ON FILE

This Automatic Payment Method will become your preferred payment method on file with eBay for automatic payments of any Authorized Amount. If you have other payment methods on file, we may switch your default payment method to this Automatic Payment Method. You can change your preferred payment method in your account settings (for example, through the My eBay link on the top right section of the eBay desktop site).

We may allow you to designate a different payment method for automatic payments of certain Authorized Amounts (such as reimbursements under the Policy). If you put another payment method on file with us for this purpose, then we will use that payment method for those designated Authorized Amounts under the terms of this billing agreement.

CANCELLATION

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Your Cancellation Rights: The authorizations in this billing agreement are valid for as long as you use our Service(s) or until you cancel this billing agreement. You can cancel this Agreement by contacting us. By cancelling this billing agreement, you agree to cancel your use of our Service(s). You can find instructions to cancel your account within the Help pages in the top section of the eBay desktop site.

Cancellation by eBay: This billing agreement may be cancelled by eBay at any time, including, without limitation, if you elect to change the currency used by your eBay account or your site of registration.

A cancellation will not be effective until eBay and your financial institution have a reasonable opportunity to act on it. If this billing agreement is cancelled and you do not cease use of our Services, we may restrict, suspend or terminate your ability to use our Services.

YOUR CONTINUING OBLIGATION

If payment of Authorized Amounts cannot be completed for any reason or this billing agreement is cancelled, you remain obligated to pay eBay for all unpaid amounts and eBay reserves the right to seek reimbursement through other means.

GENERAL

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

Requests for a refund of any Authorized Amounts are governed by the policies of the Service from which the original charge arose.

eBay may amend this billing agreement at any time on advance notice of no less than 30 days. We will notify you of amendments through the eBay Message Centre and/or by email. If we provide notice of amendments to this billing agreement and you do not wish to continue using the Services under the revised terms, then you may cancel this billing agreement as provided herein and cease using the Services. Your continued use of any of our Services after any such amendment becomes effective will constitute your acceptance of the revised terms.

This billing agreement is governed by the choice of law and dispute resolution provisions as set forth in the User Agreement of the relevant Service.

If you reside in Canada:

This billing agreement 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 selecting Agree and Continue, you authorize eBay and the financial institution designated above (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 one-time or sporadic amounts that may have arisen from your use of the Services (including dishonoured payment fees and other charges). You acknowledge that eBay may contact you for a separate authorization for any withdrawal that is not on a scheduled payment date.

eBay will charge your account a C\$ 7.00 fee by way of a separate debit for each and every debit transaction for an Authorized Amount that is unsuccessful or returned unpaid by your financial institution. eBay shall have no liability to you whatsoever caused by a dishonoured debit.

You have certain recourse rights if any debit does not comply with this PAD agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. You can revoke your payment authorization at any time, subject to notice of 30 days. To obtain more information on your

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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.