**User Agreement**

This User Agreement is effective upon acceptance for new users, and from April 2, 2021 for existing users. The [previous amendment to this User Agreement](https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259#Previous%20User%20Agreement) was effective for all users on August 20, 2020.

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**1. Introduction**

This User Agreement, the [Mobile Application Terms of Use](https://www.ebay.com/help/policies/listing-policies/mobile-devices-terms?id=4633), 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](https://www.ebay.com/help/policies/default/ebays-rules-policies?id=4205). 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 outside the United Kingdom but within the European Union; eBay Canada Limited, 240 Richmond Street West, 2nd Floor Suite 02-100, Toronto, Ontario, M5V 1V6, Canada, if you reside in Canada; eBay Singapore Services Pte Ltd., 10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315, if you reside in India; and eBay Marketplaces GmbH, Helvetiastrasse 15/17, 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**."

**Please be advised that this User Agreement 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 our agents to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see**[**Legal Disputes, Section B**](https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259#B.%20Agreement)**("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.**

**2. 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. The actual contract for sale is directly between the seller and buyer. eBay is not a party to the transaction, and it is not a seller or a traditional auctioneer.

Any guidance we provide as part of our Services, such as pricing, shipping, listing, and sourcing is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes through various programs, 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:

* post, list or upload content or items in inappropriate categories or areas on our sites;
* 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, 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](https://www.ebay.com/help/policies/payment-policies/unpaid-item-policy?id=4271));
* 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 posted terms 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, deceptive, defamatory, or libelous content;
* take any action that may undermine the feedback or ratings systems (our [Feedback policies](https://www.ebay.com/help/policies/feedback-policies/feedback-policies?id=4208));
* 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;
* 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;
* 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 or software associated with such application, except with the prior express permission of eBay;
* harvest or otherwise collect information about users without their consent; or
* circumvent any technical measures used to provide our Services.

Sellers must meet eBay's [minimum performance standards](https://www.ebay.com/help/selling/seller-levels-performance-standards/seller-levels-performance-standards?id=4080). Failure to meet these standards may result in eBay charging you additional fees, and/or limiting, restricting, suspending, or downgrading your seller account.

If we believe you are 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.

If we believe you are violating our policies prohibiting [Offers to buy or sell outside of eBay](https://www.ebay.com/help/policies/payment-policies/offers-buy-sell-outside-ebay-policy?id=4272), 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. If you are a seller and 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](https://www.ebay.com/help/policies/payment-policies/offers-buy-sell-outside-ebay-policy?id=4272), you may be liable to pay a final value fee applicable to that item, even if the item does not sell.

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. 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.

**5. Fees and Taxes**

The fees we charge for using our Services are listed on our [Selling fees](https://www.ebay.com/help/selling/fees-credits-invoices/selling-fees?id=4364) pages. We may change our seller fees from time to time by posting the changes on the eBay site 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 transaction 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](https://www.ebay.com/help/selling/fees-credits-invoices/selling-fees?id=4364#section2) applicable to that item, even if the item doesn't sell, given your usage of our Services for the introduction to a buyer.

You must have a payment method on file when selling through our Services and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect amounts owed by charging other payment methods on file with us, retain collection agencies and legal counsel, suspend or limit Services, and for accounts over 60 days past due, request that PayPal deduct the amount owed from your PayPal account balance. In addition, you will be subject to [late fees](https://www.ebay.com/help/selling/fees-credits-invoices/setting-changing-payment-method?id=4124#requirements). 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.

In any jurisdiction where eBay has an obligation to collect sales taxes on sales you make using our Services, we may collect such sales taxes from you via the payment method on file under the terms of the Billing Agreement or via any other means available to us.

Seller fees don't 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, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers.

**6. Listing Conditions**

When listing an item for sale on our Services, you agree to comply with eBay's [Listing policies](https://www.ebay.com/help/policies/listing-policies/listing-policies?id=4213) and [Selling practices policy](https://www.ebay.com/help/policies/selling-policies/selling-practices-policy?id=4346) and also agree that:

* You assume full responsibility for the item offered and the accuracy and content of the listing,
* 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 and text policy](https://www.ebay.com/help/policies/listing-policies/images-text-policy?id=4240),
* Content that violates any of eBay's policies may be modified, obfuscated or deleted at eBay's sole discretion,
* We may revise product data associated with 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](https://www.ebay.com/help/policies/listing-policies/duplicate-listings-policy?id=4255) 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 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 may vary for individual listings. To drive the recommendations experience, you agree that we may display the sales and performance history of your individual listings to other sellers,
* 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](https://www.ebay.com/help/policies/payment-policies/accepted-payments-policy?id=4269). For example, for inventory covered by authentication 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 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 through the 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 through the Services.

**7. Purchase Conditions**

When buying an item on our Services, you agree to the [Rules and policies for buyers](https://www.ebay.com/help/policies/rules-policies-buyers/rules-policies-buyers?id=4206) and that:

* You are responsible for reading the full item listing before making a bid or committing to buy,
* You enter into a legally binding contract to purchase an item when you commit to buy an item, your offer for an item is accepted, or if you have the winning bid (or your bid is otherwise accepted),
* 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.

**8. International Buying and Selling; Translation**

Many of our Services are accessible internationally. We may offer certain programs, tools, and site experiences of particular interest to international sellers and buyers, such as estimated local currency conversion and international shipping calculation tools. 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](https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689).

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](https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689). 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 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](https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689).

You authorize 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 and availability of any translation are not guaranteed.

One of the ways that we may make eBay.com listings available to international buyers on eBay.com and on eBay's international sites is through the [Global Shipping Program](https://www.ebay.com/help/selling/shipping-items/setting-shipping-options/global-shipping-program?id=4646). For eligible items located in the United States and purchased by an international buyer through the Global Shipping Program, you (as seller) will simply ship the item to a parcel processing facility located in the United States after receiving notification of payment from the buyer. Pitney Bowes Inc., a third-party global shipping provider, will oversee the processing, customs clearance, and international shipment of the item on behalf of your international buyer. To the extent a buyer has a question about your Global Shipping Program listings, eBay may respond directly to the buyer if the question pertains to the services overseen by Pitney Bowes Inc. (for example, customs or international shipping). Sellers pay no additional fees for selling through the Global Shipping Program.

Pursuant to a routed export transaction under the U.S. Export Administration Regulations and Foreign Trade Regulations, the buyer, as the Foreign Principal Party in Interest, will agree to assume responsibility for the export shipment, with Pitney Bowes Inc. acting as your buyer's forwarding agent. You remain liable for the accuracy of information you provide about items, and you agree to provide timely responses to requests for additional information.

You consent to the disclosure of certain personally identifiable information, as well as listing and order information, by eBay to Pitney Bowes Inc., and by Pitney Bowes Inc. to its affiliates, service providers, and other third parties (such as customs and revenue authorities, as well as other government agencies), in connection with the processing, export and customs clearance, and international transportation of any item. eBay does not control the privacy policies of Pitney Bowes Inc., its affiliates, or its service providers, and you are subject to the privacy policies of those parties, as applicable.

Additional information about the program, including policies governing feedback, the handling of lost, damaged, and undeliverable items, returns, and the resolution of buyer protection claims for items that you sell through the program, can be found on our [Global Shipping Program](https://pages.ebay.com/seller-center/shipping/global-shipping.html) and [Global Shipping FAQs](https://pages.ebay.com/seller-center/shipping/global-shipping-program.html#faqs) pages.

**9. 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, 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 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. 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 that 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 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.

**10. 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](https://pages.ebay.com/seller-center/listing-and-marketing/verified-rights-owner-program.html#m17-1-tb2).

**11. Holds and Restricted Funds**

To protect eBay from risk of liability for your actions as a seller, 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 an eBay Money Back Guarantee case. This may result in PayPal restricting funds in your PayPal account.

In connection with managed payments as described in Section 14, we may also restrict seller access to funds based on the factors described in the [Payments Terms of Use](https://pages.ebay.com/payment/2.0/terms.html).

**12. 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, retention, and protection of your personal information is governed by the [User Privacy Notice](https://www.ebay.com/help/policies/member-behavior-policies/user-privacy-notice?id=4260). As described in our [User Privacy Notice](https://www.ebay.com/help/policies/member-behavior-policies/user-privacy-notice?id=4260), eBay may collect other telephone numbers for you and may place manual non-marketing calls to any of those numbers and autodialed non-marketing calls to any landline. Standard telephone minute and text charges may apply and may include overage fees if you have exceeded your plan limits. If you do not wish to receive such communications, you may change your communications preference at any time, including through the [Communication Preferences](http://my.ebay.com/ws/eBayISAPI.dll?MyEbayBeta&CurrentPage=MyeBayNextNotificationPreferences&ssPageName=STRK:ME:LNLK) section of your My eBay.

eBay may share your telephone number with its authorized service providers as stated in our User Privacy Notice. These service providers may contact you using autodialed or prerecorded calls and text messages, only as authorized by eBay to carry out the purposes identified above.

eBay may, without further notice or warning and in its discretion, monitor or record telephone conversations you or anyone acting on your behalf has with eBay or its agents for quality control and training purposes, or for its own protection.

eBay's automated systems scan and analyze the contents of every message sent through its messages platform, including messages between users, to detect and prevent fraudulent activity or violations of eBay's User Agreement, including the incorporated terms, notices, rules, and policies. This scanning and analysis may occur before, during, or after the message is sent, or while in storage, and may result in your message being delayed or withheld. eBay may store message contents, including to conduct this scanning and analysis.

**Privacy of Others; Marketing**

If eBay provides you with information about another user, you agree you will use the information only for the purposes that it is provided to you. You may not disclose, sell, rent, or distribute a user's information to a third party for purposes unrelated to our Services. Additionally, you may not use user information for marketing purposes, via electronic or other means, unless you obtain the consent of the specific user to do so.

**13. Additional Terms**

**Returns and Cancellations**

Sellers can create rules to automate replacements, returns, and refunds under certain circumstances. For all new sellers, in listings where returns are accepted, eBay will set a default rule that automates the return process. Sellers may remove or customize their return preferences in their account settings within My eBay. Where settings have been set to automatically accept requests for returns or replacements, an eBay-generated return shipping label will be provided to your buyer. You agree to comply with our [returns policy](https://www.ebay.com/help/selling/managing-returns-refunds/managing-returns-refunds?id=4079).

When an item is returned, to refund the buyer, you (as seller) authorize eBay to request that PayPal remove the refund amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file.

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

You (as seller) authorize eBay to place the return shipping label cost on your invoice, subject to your automatic payment method on file when:

* An eBay-generated return shipping label is used, and the seller is responsible for its cost;
* Returns have been automated;
* You fail to send your buyer a return shipping label and, instead, an eBay-generated shipping label is used; and/or
* A transaction is cancelled, and to refund the buyer, you (as seller) authorize eBay to request that PayPal remove the refund amount (in same or other currency) from your PayPal account. See [canceling a transaction](https://www.ebay.com/help/selling/getting-paid/cancelling-transaction?id=4136) 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. You agree to comply with the policy and permit us to make a final decision on any eBay Money Back Guarantee case.

If you (as seller), choose to reimburse a buyer, or are required to reimburse a buyer or eBay under the eBay Money Back Guarantee, you authorize eBay to request that PayPal remove the reimbursement amount (in same or other currency) from your PayPal account, place the amount on your invoice, and/or charge your payment method on file. If we cannot get reimbursement from you, we may collect the outstanding sums using other collection mechanisms, including retaining collection agencies.

We may suspend the [eBay Money Back Guarantee](https://www.ebay.com/help/policies/ebay-money-back-guarantee-policy/ebay-money-back-guarantee-policy?id=4210) in whole or in part without notice if we suspect abuse or interference with the proper working of the policy.

**14. Managed Payments**

eBay has launched a new managed payments service, where a designated eBay entity (each, a "payments entity") manages payments on behalf of sellers (such management described as "managed payments" or similar). Some eBay sellers have already enrolled in managed payments. eBay anticipates moving more seller accounts to managed payments in phases starting in July 2020, providing notice to the affected sellers as they are scheduled to be moved.

When we enable your account for managed payments, to continue to list and sell on eBay, as directed by the payments entity, each transitioned eBay seller registered in the US must:

* provide the payments entity with information about you and/or your business to meet its compliance requirements, including those involving identity verification, anti-money laundering controls, and sanctions screening as required by applicable laws and policies; and
* pass such verification and screening and otherwise meet the compliance requirements of the payments entity, as determined by the payments entity; and
* provide bank account information for a U.S.-based checking account so that the payments entity can link such checking account to your eBay account, allowing the payments entity to pay you.

In addition:

* the payments entity may obtain information about you from third-parties to verify your identity, comply with anti-money laundering and sanctions screening obligations, and for other purposes in connection with managed payments; and
* the payments entity may use third-party payments service providers to assist it in providing managed payments services, including companies that process payments, perform risk assessments (such as credit agencies) or compliance checks, verify identity, and validate payment methods. eBay, the payments entity, and their affiliates may send personal data associated with you and your account to such third-parties.

The payments entity may, in its sole discretion, manage payments on your behalf even if you haven't provided all requested information, and the payments entity may withhold payouts pending receipt of such information.

The complete terms governing sellers' use of managed payments are available in the [Payments Terms of Use](https://pages.ebay.com/payment/2.0/terms.html), incorporated herein. You agree to the [Payments Terms of Use](https://pages.ebay.com/payment/2.0/terms.html) to the extent applicable to you, whether or not your account has been enabled for managed payments.

The contract for sale underlying the purchase of goods is directly concluded between seller and the buyer in the same manner as for transactions for which the payments entity does not manage payments.

If you are a buyer completing a purchase from a seller that is using managed payments:

* You may pay for such items using those payment methods that the payments entity makes available, and the payments entity will manage settlement to sellers. By completing purchases from sellers who use managed payments, buyers authorize the payments entity to initiate payments using the buyers' selected payment method and collect the transaction amounts on behalf of sellers.  Accordingly, payments received by the payments entity from buyers satisfy buyers' obligations to pay sellers in the amount of payments received.
* In certain instances, your transaction may be declined, frozen, or held for any reason including for suspected fraud, AML compliance, compliance with economic or trade sanctions, in connection with eBay's internal risk controls or due to potential violations of any policy of eBay or the payments entity, or a policy of one of the payments entity's third party payments services providers.
* eBay, the payments entity or its affiliates may save payment information, such as credit card or debit card numbers, and card expiration dates, entered by you on our Services when you make a purchase, redeem a coupon, or make any other transaction on our Services where card information is entered. Such stored payment information may be used as your default payment method for future transactions on our Services. At any time, you can update your card information or enter new card information, at which point the new card information shall be stored as your default payment method. You may make changes to your default payment method through the Personal Information section under the Account tab in My eBay. You are responsible for maintaining the accuracy of information we have on file, and you consent to eBay updating such stored information from time to time based on information provided by you, your bank or other payments services providers. You will only provide information about payment methods that you are authorized to use.
* You may seek [returns or cancellations](https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259#Returns) on our Services, or file [eBay Money Back Guarantee](https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259#eBay) claims on our Services, in the same manner as you do for transactions for which the payments entity does not manage payments. The payments entity refunds amounts paid for successful eBay Money Back Guarantee claims and returned or cancelled transactions in cases where the original payment was managed by the payments entity. Refund timing may vary in accordance with the rules of third parties, such as credit and debit card networks.
* You agree to comply with, and not cause a third party to violate, all applicable laws, regulations, rules and terms and conditions in connection with the use of managed payments. You understand that some third parties, such as 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 choose to use in connection with managed payments transactions. Failure to abide by third party terms and conditions may result in fees assessed to you (for example, currency conversion fees from your credit card issuer if the transaction currency is different from your credit card currency) or other actions taken by such third parties, and you agree that the payments entity has no control over, or responsibility or liability for, such fees or actions.

**15. Disclaimer of Warranties; Limitation of Liability**

We try to keep our 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 applications may not occur in real time. Such functionality is subject to delays beyond eBay's control.

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, in no event will eBay (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) be liable to you or any third party under any claim at law or in equity for any consequential damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages), and all such damages or losses are expressly excluded by this agreement whether or not they were foreseeable or eBay was advised of such damages or losses. Without limiting the generality of the foregoing, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, other intangible losses, or any special, indirect, or consequential damages) resulting directly or indirectly from:

* the content you provide (directly or indirectly) using our Services;
* your use of or your inability to use our Services;
* pricing, shipping, format, 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 above;
* the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or
* your need to modify practices, content, or behavior, 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.

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 (including any applicable sales tax) and its original shipping 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.

**16. Release**

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. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

**17. Indemnity**

You will indemnify and hold us (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement, your improper use of our Services or your breach of any law or the rights of a third party.

**18. 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.**

**In this Legal Disputes Section, the term “related third parties” includes your and eBay’s respective affiliates, subsidiaries, parent companies, predecessors, successors, assigns, as well as your, eBay’s, and these entities’ respective employees and agents.**

**You and eBay agree that any claim or dispute at law or equity that has arisen, or may arise, between you and eBay (or any related third parties) that relates in any way to or arises out of this or previous versions of this User Agreement, your use of or access to the Services, the actions of eBay or its agents, or any products or services sold or purchased through the Services, 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 this User Agreement and any claim or dispute that has arisen or may arise between you and eBay, except as otherwise stated in this User Agreement.

**B. Agreement to Arbitrate**

**You and eBay each agree that any and all disputes or claims that have arisen, or may arise, between you and eBay (or any related third parties) that relate in any way to or arise out of this or previous versions of the User Agreement, your use of or access to our Services, the actions of eBay or its agents, or any products or services sold, offered, or purchased through our Services shall be resolved exclusively through final and binding arbitration, rather than in court.**

**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 ("FAA"), and to the extent not inconsistent with the FAA, the laws of the State of Utah, without regard to principles of conflict of laws, governs the interpretation and enforcement of this Agreement to Arbitrate.**

1. **Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND EBAY 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 EBAY 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 (pursuant to Section 18.C below), subject to your and eBay's right to appeal the court's decision. All other claims will be arbitrated.

1. **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 the User Agreement 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 administered 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, and the AAA's International Centre for Dispute Resolution Rules (as applicable), as modified by this Agreement to Arbitrate. Absent agreement of the parties, the AAA shall decide which AAA rules apply to the arbitration. The AAA's rules are available at [www.adr.org](https://www.adr.org/) and [www.icdr.org](https://www.icdr.org/). In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or, if the parties cannot reach the agreement, the court (pursuant to Section 18.C below) shall select the administrator.

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). The Notice to eBay must be sent to eBay Inc., Attn: Litigation Department, Re: Notice of Dispute, 583 W. eBay Way, Draper, UT 84020. eBay 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 you are asserting, the specific relief sought, and the email address and phone number associated with your account.

If you and eBay are unable to resolve the claims described in a valid Notice within 30 days after eBay receives that Notice, you or eBay may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at 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 eBay at the following address: eBay, Inc. c/o CT Corporation System, 1108 E South Union Ave., Midvale, UT 84047. In the event eBay 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 eBay shall not be disclosed to the arbitrator.

If you are a resident of the United States, then the arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. If you are not a resident of the United States, then the arbitration hearing will be held in Salt Lake County, Utah, United States, or 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 eBay may attend by telephone, unless the arbitrator requires otherwise. The language of the arbitration will be English.

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 eBay 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.

1. **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 ("Arbitration Procedures") and the value of the relief sought is $10,000 or less, at your request, eBay will pay all administration and arbitrator fees associated with the arbitration. Any request for payment of fees by eBay should be submitted by mail to the AAA along with your Demand for Arbitration and eBay 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 eBay for all fees associated with the arbitration paid by eBay on your behalf that you otherwise would be obligated to pay under the AAA's rules.

1. **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.

1. **Opt-Out Procedure**

**IF YOU ARE A NEW USER OF OUR 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 THE USER AGREEMENT 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.**

For your convenience, we are providing an [Opt-Out Notice form](https://pages.ebay.com/policies/arbitrate-optout.html). 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 this User Agreement 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.

1. **Future Amendments to the Agreement to Arbitrate**

Notwithstanding any provision in the User Agreement 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 eBay 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 eBay. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on 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**

All claims or disputes that are not subject to 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 and all matters brought pursuant to and in aid of the Agreement to Arbitrate will be resolved exclusively by a state or federal court located in Salt Lake County, Utah. You and eBay agree to submit to the personal jurisdiction of the courts located within Salt Lake County, Utah for the purpose of litigating all such claims, disputes, or matters.

**19. General**

Except as otherwise provided in this User Agreement, 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. In our sole discretion, we may assign this User Agreement, and in such event, we will post notice on [www.ebay.com](https://www.ebay.com/).

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.

We may amend this User Agreement at any time by posting the amended terms on www.eBay.com. Our right to amend the User Agreement includes the right to modify, add to, or remove terms in the User Agreement. We will provide you 30 days' notice by posting the amended terms. Additionally, we will notify you through the eBay Message Center and/or by email. Your continued access or use of our Services constitutes your acceptance of the amended terms. We may also ask you to acknowledge your acceptance of the User Agreement through an electronic click-through. This User Agreement may not otherwise be amended except through mutual agreement by you and an eBay representative who intends to amend this User Agreement and is duly authorized to agree to such an amendment.

Without limiting eBay's ability to refuse, modify, or terminate all or part of our Services, eBay may also terminate this Agreement with anyone at any time for any reason, at our sole discretion, by giving notice of such termination.

The policies and terms posted on our Services may be changed from time to time. Changes take effect when we post them on the eBay Service.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to this User Agreement. Such account is owned and controlled by the business entity. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

The User Agreement and all terms and polices posted through our Services set forth the entire understanding and 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, Content, Holds and Restricted Funds, Managed Payments, Additional Terms, Disclaimer of Warranties; Limitation of Liability; Release, Indemnity, Legal Disputes, and General.

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.

Pursuant to 815 ILCS 414/1.5(c), for transactions involving tickets to events in Illinois, buyers and sellers may elect to submit complaints against one another to the American Arbitration Association ("AAA") under its rules and procedures. The AAA's rules are available at [www.adr.org](http://www.adr.org/). Such complaints shall be decided by an independent arbitrator in accordance with this User Agreement. Buyers and sellers further agree to submit to the jurisdiction of the State of Illinois for complaints involving a ticketed event held in Illinois.