

Mobile Application Terms of Use

Your use of eBay mobile device applications confirms your agreement to these terms.

Frequently Asked Questions

Are the Mobile Application Terms of Use additional to the eBay User Agreement?

Yes. You'll need to follow these terms whenever you access eBay services on a mobile device using an eBay mobile application, as well as adhering to the terms set out in the [eBay User Agreement](https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259).

What if I don't agree to the Mobile Application Terms of Use?

If you don't agree to these terms, then you shouldn't use any eBay mobile applications.

Read our full Mobile Application Terms of Use

Mobile Application Terms of Use

If you're accessing eBay from a mobile device using an eBay Mobile Application (the "Application"), the following terms and conditions ("Terms of Use") apply to you in addition to the User Agreement. Your use of the Application confirms your agreement to these Terms of Use.

Application Use. eBay grants you the right to use the Application only for your personal use. You must comply with all applicable laws and third party agreements (e.g. your wireless data service agreement) when using the Application, which may not contain the same functionality available on eBay websites.

Intellectual Property. eBay owns, or is the licensee to, all right, title, and interest in and to its Applications, including all rights under patent, copyright, trade secret, trademark, or unfair competition law, and any and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any Application and you will not remove, obscure, or alter eBay's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by any eBay Application.

Prohibited Countries Policy and Foreign Trade Regulation. Applications or their underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a

resident or national of) any country subject to United States embargo; (b) to anyone on the U.S. Department of the Treasury's list of Specially Designated Nationals or on the U.S. Department of Commerce's Denied Party or Entity List; and (c) to any prohibited country, person, end-user, or entity specified by U.S. export laws. When using an Application, you are responsible for complying with trade regulations and both foreign and domestic laws (e.g., you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and you are not listed on any U.S. government list of prohibited or restricted parties).

Additional Terms. Additional terms and conditions that apply to you based on the mobile device the Application is installed on:

- iOS — Apple
- These Terms of Use are an agreement between you and eBay, and not with Apple. Apple is not responsible for the Application and the content thereof.
- eBay grants you the right to use the Application only on an iOS product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- Apple is not responsible for the investigation, defense, settlement, and discharge of any third party intellectual property infringement claim.
- Apple is not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the Application to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.
- Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to

have accepted the right) to enforce these Terms of Use against you.</h2>