

## User Agreement

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of [www.ebay.in](https://www.ebay.in/) - opens in new window or tab website.

## 1. Introduction

This user agreement ("User Agreement"), the [Mobile devices terms](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, including access or usage of [www.ebay.in](https://www.ebay.in/) - opens in new window or tab website (the "Website"). The Mobile devices terms, all policies and additional terms posted on and in our sites, applications, tools, and services are incorporated into this User Agreement. You agree to comply with all of the terms of this User Agreement when accessing or using our Services. If You transact on any eBay website other than the Website, You shall be subject to the policies that are applicable to the eBay sites for such transaction. 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, ON M5V 1V6, Canada, if You reside in

Canada; eBay Singapore Services Private Limited, 10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315, if You reside in India; and eBay Marketplaces GmbH eBay International AG, 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." For the purpose of the User Agreement, Registered User / Guest User and wherever the context so require, "You" shall mean any natural or legal person who has agreed to become a member of the Website by providing true, accurate, current and complete information while registering on the Website (such information being the "Registration Data") as Registered User / Guest User using the computer systems of the Website and who has accepted this electronic version / electronic record of the User Agreement and allocated himself/herself a unique identification user name ("User ID" and "Password") to become Registered User or have been identified as Guest User by providing cell number and email id. As a new Registered User/ Guest User, this User Agreement shall be effective and binding upon Your "acceptance". "Acceptance" shall mean Your affirmative action in clicking on "check box" and on the "continue button" as provided on the registration page or clicking on "Pay Now" button while transacting as Guest User or such other actions that implies Your acceptance. Similarly, any use/access of the Website will indicate Your acceptance of the terms and conditions of the Website including this User Agreement. If You do not agree or are not willing to be bound by the terms and conditions of this User Agreement and eBay Rules and Policies, please do not click on the "check box" and on the "continue" button or "Pay Now" button and do not seek to obtain access to or otherwise use the Website. Please be advised that this User Agreement <em>inter-alia</em> contains provisions that govern how claims which You and we may have against each other are resolved (see Disclaimer of Warranties; Limitation of Liability and Legal Disputes provisions below).

## 2. About eBay

eBay is a marketplace that allows Users to offer, sell and buy products 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 and is merely a platform facilitating the interaction of the Users with one another. 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 or advise inter-alia the existence, quality, price, 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 the 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, policies, 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 otherwise incompetent to contract within the meaning of the Indian Contract Act, 1872), 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 libellous content;</li></li>take any action that may undermine the feedback or ratings systems (see our <a href="https://www.ebay.com/help/policies/feedback-policies/feedback-policies?id=4208">Feedback policies</a>);</li></li>transfer Your eBay account (including feedback) and User ID to another party without our consent;</li></li> distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;</li></li> distribute viruses or any other technologies that may harm eBay or the interests or property of Users;</li></li> 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;</li></li> interfere with the functioning of our Services, such as by imposing an unreasonable or disproportionately large load on our infrastructure;</li></li> 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;</li></li> 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;</li></li> infringe any Intellectual Property Rights that belong to third parties affected by Your use of the Services or post content that does not belong to you;</li></li> commercialize any eBay application or any information or software associated with such application, except with the prior express permission of eBay;</li></li> harvest or otherwise collect information about Users without their consent; or</li></li> circumvent any technical measures we use to provide the Services.</li></ul> Sellers must meet eBay's

<a href="https://www.ebay.com/help/selling/seller-levels-performance-standards/seller-levels-performan

ce-standards?id=4080">minimum performance standards</a>. 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 <a href="https://www.ebay.com/help/policies/payment-policies/offers-buy-sell-outside-ebay-policy?id=4272">Offers to buy or sell outside of eBay</a>, 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 <a href="https://www.ebay.com/help/policies/payment-policies/offers-buy-sell-outside-ebay-policy?id=4272">buying or selling outside of eBay</a>, 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 long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion. Use of the Website You agree, undertake and confirm that Your use of the Website shall be strictly governed by the following binding principles:<ul><li>"Your Information" is defined as any information You provide to us or other Users of the Website ("Users") in the registration (as Registered User or as Guest User), bidding, buying or listing process, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act only as an intermediary, as defined under the Information Technology Act, 2000 ("IT Act, 2000") facilitating the interaction and sharing of information between

the Users.</li></li>Your Information (or any items listed):<ul><li>The bold and <u>text in the following paragraphs is inserted in accordance with the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules 2021. Please note that in accordance with the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules 2021 in case of non-compliance with rules and regulations, User Agreement and privacy policy for access or usage of intermediary computer resource, the intermediary has the right to immediately terminate the access or usage rights of the Users to the computer resource of intermediary and remove non-compliant information.<u>You shall not host, display, upload, modify, publish, transmit, update</u> or share <u>any information</u> or share/list(s) any information or item that:<u>(i) belongs to another person and to which You do not have any right;(ii) is defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force; or grossly harmful, blasphemous, hateful, disparaging or unlawfully threatening or harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986 or any unlawful assault, harassment and pornography under the Protection of Children From Sexual Offences Act, 2012;(iii) is harmful to child;(iv) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;</u>(v) <u>violates any law for the time being in force;</u>(vi) <u>deceives or misleads the addressee/ users about the origin of the messages or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;</u><u>(vii) impersonates another person;(viii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any

cognisable offence or prevents investigation of any offence or is insulting any other nation;

(ix) contains software viruses or any other computer code, files or program designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

(x) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;

(xi) shall not be false, inaccurate or misleading;

(xii) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rules, regulations or guidelines for the time being in force. Without prejudice to the generality of the above, eBay does not permit transactions in the following items including but not limited to categories as stated in the [Prohibited and Restricted Items Policy](https://www.ebay.com/help/policies/prohibited-restricted-items/prohibited-restricted-items?id=4207);

(xiii) shall not create liability for us or cause us to lose (in whole or in part) the services of our Internet Service Providers or other suppliers; and/or

(xiv) shall not link directly or indirectly to or include descriptions of items, goods or services that:

1. are prohibited to be sold or publicly exhibited under the User Agreement or any other applicable law for the time being in force including but not limited to the Narcotic Drugs and Psychotropic Substances Act, 1985, the Arms Act, 1959, The Cigarettes And Other Tobacco Products (Prohibition Of Advertisement And Regulation Of Trade And Commerce, Production, Supply And Distribution) Act, 2003, Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, IT Act, 2000 as amended from time to time and rules there under;
2. are identical to other items You have up for auction but are priced lower than Your item's price, the reserve price of the item or minimum bid amount;
3. are concurrently listed for sale on a web site other than the

Website.</li></ul></li></ul>Solely to enable eBay to use the information You supply us with, so that we are not violating any rights You might have in Your Information, You agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) You have in Your Information, in any media now known or not currently known, with respect to Your Information. eBay will only use Your Information in accordance with the User Agreement and eBay's

<a href="https://www.ebay.com/help/policies/member-behavior-policies/user-privacy-notice?id=4260">Privacy Policy</a>. You represent and confirm that You shall be the sole and exclusive legal owner of all items, goods or products of any description that You wish to offer for sale on any eBay website. You shall have absolute right, title and authority to deal in and offer for sale such items, goods or products. In the event that any transaction or attempted transaction relating to any item, good or service which is violative of this User Agreement or applicable law comes to Your knowledge, You shall take all steps to <a href="#contactWay">inform eBay</a> of the same. If You are a Registered User, You may contact eBay at <a href="#contactWay">here</a>. You shall not, either alone or in conjunction with other Users, manipulate or attempt to manipulate the prices of any item or services being sold or purchased on any eBay website as per the applicable Shill Bidding Policy enclosed and detailed in the following <a

<a href="https://www.ebay.com/help/policies/selling-policies/selling-practices-policy/shill-bidding-policy?id=4353">link</a> which is incorporated by way of reference in this Agreement. You shall at all times ensure full compliance with the applicable provisions of the IT Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force) and international laws, foreign exchange laws, statutes and ordinances (including, but not limited to Income Tax, Octroi, Goods and Services Tax, Custom Duty, Local



Levies) regarding Your use of our Services and Your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force. In particular You shall ensure that if any of Your items listed on eBay qualifies as an "Antiquity" or "Art treasure" as defined in the Antiquities And Art Treasures Act, 1972 ("Artwork"), You shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Antiquities And Art Treasures Act, 1972, and shall ensure that it is not delivered to any winning bidder/buyer (as defined under the bidding and buying section) at any place outside India. From time to time, You shall be responsible for providing information relating to the items or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the item-specifics of such items or services so as to mislead other Users in any manner. You shall not attempt to or circumvent or manipulate our Fee structure, the billing process or Fees owed to eBay.

**4. Policy Enforcement**

When a buyer or seller issue arises, we reserve the right to 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 User Agreement with anyone, for any reason at our discretion.

**5. Fees and Taxes**

Membership on the Website is free. Where applicable, the fees we charge for using other Services (other than Services for listing and purchase transactions on the Website which is currently disabled) will be listed on our Fee schedule page for the relevant eBay site. Unless otherwise indicated, we may change our seller fees from time to time by posting the changes on the relevant 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 to pay transaction fees arising out of all sales made using

some or all of eBay 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 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, 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. 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. In any jurisdiction where eBay has an obligation to collect taxes on sales or deduct tax at source on sale You make using our Services, we may collect such taxes or deduct tax at source from You via the payment method on file or via any other means available to us. Seller fees don't purchase exclusive rights to item exposure on our Services. We may, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers, display third-party advertisements (including links and references thereto) or other content in any part of our Services. eBay does not endorse any third-party advertisements and/or content or take any responsibility for the products and services offered by any third party. Further, eBay does not take any responsibility whatsoever for Your use or access of any third-party advertisements or links or other content.

## 6. Listing Conditions

Listings on the Website are currently disabled. When listing an item on eBay international sites other than the Website and subject to the paragraph below on International

Buying and Selling, 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) (as may be applicable to those eBay international sites) and acknowledge 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 durations,
- 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, videos and text policy](https://www.ebay.com/help/policies/listing-policies/images-videos-text-policy?id=4240),
- Content that violates the laws or any of eBay's policies may be modified, obfuscated or deleted at eBay's 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,</li></li>eBay's

<a

href="https://www.ebay.com/help/policies/listing-policies/duplicate-listings-policy?id=4255">Duplicate listings policy</a> may also affect whether Your listing appears in search results,</li></li>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,</li></li>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 individual listings to those of other sellers,</li></li>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 <a

href="https://www.ebay.com/help/policies/payment-policies/accepted-payments-policy?id=4269">Payments methods policy</a>. For example, for inventory covered by authentication services, buyer and sellers may be subject to escrow and/or payment handling requirements,</li></li>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.</li></ul><h2 id="section7">7. Purchase Conditions</h2>Purchase transactions on the Website are currently disabled. When buying an item on eBay international sites other than the Website and subject to the paragraph below on International Buying and Selling, You agree to the rules and policies for buyers (as may be applicable to those eBay international sites) and acknowledge that:<ul></li></ul>You are

responsible for reading the full item listing before making a bid or commitment to buy,</li></li>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),</li></li>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,</li></li>We do not transfer legal ownership of items from the seller to the buyer.</li></ul></h2 id="section8">8. International Buying and Selling;

Translation</h2>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 <a href="https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689">International selling policy</a>.For sellers, You may list Your items directly on one or more of eBay's international sites. Additionally, 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 setting. You may adjust these settings as detailed in the <a href="https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689">International selling policy</a>. If You list Your item with an international shipping option, the appearance of Your listings on sites other than listing sites 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 <a href="https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689">International selling policy</a>.

[href="https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689"](https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689)&Int  
ernational selling policy&lt;/a&gt;. You may restrict international buyers from purchasing your items if  
you explicitly exclude international shipping from your listings and apply an exclusion list to your  
listings. You represent and warrant that You have all necessary registrations and licenses for  
undertaking any international transactions and, You further undertake and covenant to obtain and  
have in place valid consents, license and registrations for undertaking any international  
transactions. 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.&lt;h2  
id="section9"&gt;9. Content&lt;/h2&gt;When You provide content using the 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 (as  
defined above) You have in that content in connection with our provision, expansion, and promotion  
of the 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&#39;, and those sublicensees&#39; use of that content in connection with our  
provision, expansion, and promotion of the 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 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 our Services, and that You will not attempt to hold us or our data providers liable for inaccuracies. As a seller, You agree to ensure that content directly associated with Your listings is true, correct, accurate and not misleading / violative of the provisions of this User Agreement and/or applicable laws. 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. Intellectual Property

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 through our [Verified Rights Owner \(VeRO\) Programme](https://www.ebay.com/sellercenter/ebay-for-business/verified-rights-owner-program) - opens in new window or tab, and we will investigate.

## 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) - opens in new window or tab.

## 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-behaviour-policies/user-privacy-notice-privacy-policy?id=4260). As described in our [User Privacy Notice](https://www.ebay.com/help/policies/member-behaviour-policies/user-privacy-notice-privacy-policy?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](https://www.ebay.com/help/account/changing-account-settings/notifications?id=4203) 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 the 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**

Our policies, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to specific services offered on the sites, including but not limited to:

- Privacy Policy

<https://www.ebay.com/help/policies/member-behaviour-policies/user-privacy-notice-privacy-policy?id=4260>

- Outage Policy

<https://www.ebay.com/help/policies/resolving-technical-issues/technical-issues?id=4220>

- Prohibited and Restricted Items Policy

<https://www.ebay.com/help/policies/prohibited-restricted-items/prohibited-restricted-items?id=4207>

[Board Usage Policy](#) &dash; [Community Content Policy](#)

<https://community.ebay.com/t5/About-the-Community/Community-Guidelines/td-p/26164369>

<https://community.ebay.com/t5/About-the-Community/Community-Guidelines/td-p/26164369> - opens in new window or tab

[Community Content Policy](#) (covers Reviews, Guides, Blog Entries, Wiki Articles and Member-Created Product Descriptions)

&dash; [Community Content Policy](#)

<https://www.ebay.com/help/policies/member-behavior-policies/community-content-policy?id=4265>

<https://www.ebay.com/help/policies/member-behavior-policies/community-content-policy?id=4265>

[Rules about Intellectual Property](#) &dash; [eBay Buyer Protection Policy](#)

</sellercenter/ebay-for-business/verified-rights-owner-program>

</sellercenter/ebay-for-business/verified-rights-owner-program> - opens in new window or tab

[eBay Buyer Protection Policy](#) as applicable to each eBay site You use

Each of these policies may be changed from time to time. Changes take effect when we post them on the eBay site. You are subject to any posted policies or rules applicable to Services You use when using particular services on our sites.

[eBay Buyer Protection Policy](#) as applicable to each eBay site You use

[eBay Buyer Protection Policy](#) as applicable to each eBay site You use

Any person who, knowingly and with intent to injure, defraud or deceive, files a fraudulent complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the applicable law.

If You list Your items for sale internationally and/or otherwise offer to make Your products available to buyers in other countries, You may be subject to the policies that are applicable to the eBay sites on which You list or where Your items appear. Specifically, the eBay Buyer Protection Policy of the site where the buyer buys the product may apply to Your transaction.

We may require sellers to comply with the resolution process under the applicable eBay Buyer Protection Policy of other eBay sites. Sellers hereby permit eBay to make a final decision, at its sole discretion, on any claim that a buyer files with eBay under the applicable eBay Buyer Protection Policy of the eBay site if the buyer and seller

do not reach resolution, and the seller does not provide information requested by eBay. If a dispute is resolved in the buyer's favor, the buyer will be granted a refund for the cost of the item and the original shipping as described in the applicable eBay Buyer Protection Policy of other eBay sites, eBay reserves the right to require a seller to reimburse eBay for such refund. Sellers must have a reimbursement method on file with eBay. eBay reserves the rights to at its sole discretion to recover the refund from the seller and/or apply certain restrictions or suspension of seller privileges for the seller's transactions on the Website or other eBay sites.

### 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

<https://www.ebay.com/help/selling/managing-returns-refunds/managing-returns-refunds?id=4079> returns policy.

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

<https://www.ebay.com/help/selling/getting-paid/cancelling-transaction?id=4136>&gt;cancelling a transaction&lt;/a&gt; for more details.&lt;/li&gt;&lt;/ul&gt;&lt;h2 id="section14"&gt;14. Managed Payments&lt;/h2&gt;Unless indicated otherwise, payments for the item You sell using our Services are managed by a designated eBay entity (each, a &quot;payments entity&quot;) on Your behalf pursuant to the &lt;a href="https://pages.ebay.com/payment/2.0/terms.html" target="\_blank"&gt;Payments Terms of Use - opens in new window or tab&lt;/a&gt; (such management described as &quot;managed payments&quot; or similar). Using the managed payments service will be a prerequisite for using the Services as a seller. When we enable Your account for managed payments, You shall complete Your managed payments registration. To continue to list and sell on eBay, when You register Your account, You must:&lt;ul&gt;&lt;li&gt;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&lt;/li&gt;&lt;li&gt;pass such verification and screening and otherwise meet the compliance requirements of the payments entity, as determined by the payments entity;&lt;/li&gt;&lt;li&gt;provide bank account information; and&lt;/li&gt;&lt;li&gt;provide other required documents.&lt;/li&gt;&lt;/ul&gt;If You do not proceed with Your registration for managed payments, we reserve the right to limit access to our Services (including but not limited to restricting your ability to list or make changes to existing listings) or end Your listings, without further notice. In addition:&lt;ul&gt;&lt;li&gt;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&lt;/li&gt;&lt;li&gt;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.</li></ul>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 <a href="https://pages.ebay.com/payment/2.0/terms.html" target="\_blank">Payments Terms of Use - opens in new window or tab</a>, incorporated herein. You agree to the <a href="https://pages.ebay.com/payment/2.0/terms.html" target="\_blank">Payments Terms of Use - opens in new window or tab</a> 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:<ul><li>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. Buyers agree and understand that payments received by the applicable payments entity from buyers satisfy buyers' obligations to pay sellers in the amount of payments received.</li><li>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.</li></ul>eBay, the payments entity or its affiliates may save payment information, such as credit card or debit card numbers, and card expiry dates, entered by You on eBay Services when You make a purchase, redeem a coupon, or make any other transaction on eBay Services where card information is entered. Such stored payment information may be used as Your default payment method for future

transactions on eBay 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

<https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259#Returns> or cancellations on eBay Services, or file

<https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689#section2> eBay Money Back Guarantee claims on eBay 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</h2>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 User 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:<ul><li>the content You provide (directly or indirectly) using the Services;</li><li>Your use of or Your inability to use our Services;</li><li>pricing, shipping, format, or other guidance provided by eBay;</li><li>delays or disruptions in our Services;</li><li>viruses or other malicious software obtained by accessing or linking to our Services;</li><li>glitches, bugs, errors, or inaccuracies of any kind in our Services;</li><li>damage to Your hardware device from the use of any eBay Services;</li><li>the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake

items;</li></li>a suspension or other action taken with respect to Your account or breach of the User Agreement or any of the eBay policies;</li></li>the duration or manner in which Your listings appear in search results as set out in the Listing Conditions Section above; or</li></li>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.</li></li></ul>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) the amount of fees in dispute not to exceed the total fees, which You paid to us in the 12 months immediately prior to the action giving rise to the liability, or (b) US\$100.<h2 id="section16">16. Release</h2>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.<h2 id="section17">17. Indemnity</h2>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 and/or any of the eBay policies, Your improper use of eBay's Services or Your breach of any law or the rights of a third party.<h2 id="section18">18. Legal Disputes</h2>If a dispute arises between You and eBay, we strongly encourage You/User to first contact us directly to seek a resolution of the dispute by addressing the dispute to the Grievance Officer. Failing resolution through the Grievance Officer, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified and appointed by eBay. The place of arbitration shall be Mumbai, India. The Arbitration and Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings



shall be in the English language. The award of the arbitration proceedings shall be final and binding on the parties to the dispute. The arbitrator shall also decide upon the costs of the arbitration proceedings. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed by and construed in all respects by the laws of India.<h3>Grievance Officer</h3>In accordance with IT Act, 2000 and rules made thereunder, the name and contact details of the Grievance Officer is published on the Website.<h2 id="section19">19. General</h2>None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency or any relationship other than contemplated under this User Agreement, between You and eBay and You shall have no authority to bind eBay in any manner whatsoever. Your relationship with eBay is on a principal to principal basis and by Your acceptance of this User Agreement, You agree that eBay is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on the Website. Except as explicitly stated otherwise, any notices shall be given by postal mail on behalf of eBay to eBay Singapore Services Private Limited, Attn: Legal Department, at 10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315 (in the case of eBay) or to the email address You provide to us during the registration process (in Your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give You notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing. 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 deemed severable and shall not affect the validity and enforceability of the remaining provisions of this User Agreement. 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. This Agreement and the eBay policies referenced

herein set forth the entire understanding and agreement between You and eBay with respect to the subject matter hereof. We may amend this User Agreement at any time by posting the amended terms on the Website. 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 with 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 sites or Services. 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 franchisor-franchisee relationship is intended or created by this User Agreement. The User Agreement and all terms and policies 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 and Taxes, Content, Holds and Restricted Funds, Additional Terms, Managed Payments, Disclaimer of Warranties; Limitation of Liability, Release, Indemnity, Legal Disputes, and General. In eBay's sole discretion, eBay may transfer its rights and obligations (also known as "assign") under this Agreement without Your prior express consent, provided that eBay assigns the Agreement on the same terms or terms that are no less advantageous to You. This document is an electronic record in terms of Information Technology

Act, 2000 and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

[Previous User Agreement](#)

Our previous User Agreement

This User Agreement was effective upon acceptance for new users, and from June 14, 2021 for registered users before May 14, 2021. The previous amendment to this User Agreement was effective for all users on October 01, 2018. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of <https://www.ebay.in/> - opens in new window or tab

## 1. Introduction

This user agreement ("User Agreement"), the

<https://www.ebay.com/help/policies/listing-policies/mobile-devices-terms?id=4633> Mobile devices terms, 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, including access or usage of <https://www.ebay.in/> - opens in new window or tab website (the "Website"). The Mobile devices terms, all policies and additional terms posted on and in our sites, applications, tools, and services are incorporated into this User Agreement. You agree to comply with all of the terms of this User Agreement when accessing or using our Services. If You transact on any eBay website other than the Website, You shall be subject

to the policies that are applicable to the eBay sites for such transaction. 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, 500 King Street West, Suite 200, Toronto, ON M5V 1L9, Canada, if You reside in Canada; eBay Singapore Services Private Limited, 10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315, if You reside in India; and eBay Marketplaces GmbH eBay International AG, 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." For the purpose of the User Agreement, Registered User / Guest User and wherever the context so require, "You" shall mean any natural or legal person who has agreed to become a member of the Website by providing true, accurate, current and complete information while registering on the Website (such information being the "Registration Data") as Registered User / Guest User using the computer systems of the Website and who has accepted this electronic version / electronic record of the User Agreement and allocated himself/herself a unique identification user name ("User ID" and "Password") to become Registered User or have been identified as Guest User by providing cell number and email id. As a new Registered User / Guest User, this User Agreement shall be effective and binding upon Your "acceptance". "Acceptance" shall mean Your affirmative action in clicking on "checkbox" and on the "continue button" as provided on the registration page or clicking on "Pay Now" button while transacting as Guest User or such other actions that implies Your acceptance. Similarly, any use/access of the Website will indicate Your acceptance of the terms and conditions of the Website including this User Agreement. If You do not agree or are not willing to be bound by the terms and conditions of this User Agreement and eBay Rules and Policies, please do not click on the

"check box " and on the "continue" button or "Pay Now" button and do not seek to obtain access to or otherwise use the Website. Please be advised that this User Agreement &em>inter-alia&/em> contains provisions that govern how claims which You and we may have against each other are resolved (see Disclaimer of Warranties; Limitation of Liability and Legal Disputes provisions below).&h2>2. About eBay&/h2>eBay is a marketplace that allows Users to offer, sell and buy products 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 and is merely a platform facilitating the interaction of the Users with one another. 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 or advise inter-alia the existence, quality, price, safety or legality of items advertised; the truth or accuracy of Users&#39; 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.&h2>3. Using eBay&/h2>In connection with using or accessing the Services You agree to comply with this User Agreement, our policies, our terms, and all applicable laws, rules and regulations, and You will not:&ul>&li>post, list or upload content or items in inappropriate categories or areas on our sites;&/li>&li>breach or circumvent any laws, regulations, third-party rights or our systems, policies, Services, policies, or determinations of Your account status;&/li>&li>use our Services if You are not able to form legally binding contracts (for example, if You are under 18 years old or otherwise incompetent to contract within the meaning of the Indian Contract Act, 1872), or are temporarily or indefinitely suspended from using our Services, or are a person with whom transactions are prohibited under economic or trade sanctions;&/li>&li>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&#39;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 libellous content;
- take any action that may undermine the feedback or ratings systems (see 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 the Services or post content that does not belong to

you; </li> <li>commercialize any eBay application or any information or software associated with such application, except with the prior express permission of eBay; </li> <li>harvest or otherwise collect information about Users without their consent; or </li> <li>circumvent any technical measures we use to provide the Services. </li> </ul> Sellers must meet eBay's

<a href="https://www.ebay.com/help/selling/seller-levels-performance-standards/seller-levels-performance-standards?id=4080">minimum performance standards</a>. 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 <a href="https://www.ebay.com/help/policies/payment-policies/offers-buy-sell-outside-ebay-policy?id=4272">Offers to buy or sell outside of eBay</a>, 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 <a href="https://www.ebay.com/help/policies/payment-policies/offers-buy-sell-outside-ebay-policy?id=4272">buying or selling outside of eBay</a>, 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 long time or modify or discontinue our Services. Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion. Use of the Website You agree, undertake and confirm that Your use of the Website shall

be strictly governed by the following binding principles:<ul><li>"Your Information" is defined as any information You provide to us or other Users of the Website ("Users") in the registration (as Registered User or as Guest User), bidding, buying or listing process, in the feedback area or through any e-mail feature. You are solely responsible for Your Information, and we act only as an intermediary, as defined under the Information Technology Act, 2000 ("IT Act, 2000") facilitating the interaction and sharing of information between the Users.</li><li>Your Information (or any items listed):<ul><li>The bold and <u>text in the following paragraphs is inserted in accordance with the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules 2021. Please note that in accordance with the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules 2021 in case of non-compliance with rules and regulations, User Agreement and privacy policy for access or usage of intermediary computer resource, the intermediary has the right to immediately terminate the access or usage rights of the Users to the computer resource of intermediary and remove non-compliant information.</u>You shall not host, display, upload, modify, publish, transmit, update</u> or share <u>any information</u> or share/list(s) any information or item that:<u>(i) belongs to another person and to which You do not have any right;(ii) is defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force; or grossly harmful, blasphemous, hateful, disparaging or unlawfully threatening or harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986 or any unlawful assault, harassment and pornography under the Protection of Children From Sexual Offences Act, 2012;(iii) is harmful to child;(iv) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of



counterfeit or stolen items;</u>(v) </u>violates any law for the time being in force;</u>(vi) </u>deceives or misleads the addressee/ users about the origin of the messages or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;</u></u>(vii) impersonates another person;(viii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;</u>(ix) </u>contains software viruses or any other computer code, files or program designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;</u>(x) </u>is patently false and untrue, and is written or published in any form, with the intent to misled or harass a person, entity or agency for financial gain or to cause any injury to any person;</u>(xi) </u>shall not be false, inaccurate or misleading;</u>(xii)</u> shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rules, regulations or guidelines for the time being in force. Without prejudice to the generality of the above, eBay does not permit transactions in the following items including but not limited to categories as stated in the <a href="https://www.ebay.com/help/policies/prohibited-restricted-items/prohibited-restricted-items?id=4207">Prohibited and Restricted Items Policy</a>;</u>(xiii) </u>shall not create liability for us or cause us to lose (in whole or in part) the services of our Internet Service Providers or other suppliers; and/or</u>(xiv) </u>shall not link directly or indirectly to or include descriptions of items, goods or services that:</u>1. are prohibited to be sold or publicly exhibited under the User Agreement or any other applicable law for the time being in force including but not limited to the Narcotic Drugs and Psychotropic Substances Act, 1985, the Arms Act, 1959,

The Cigarettes And Other Tobacco Products (Prohibition Of Advertisement And Regulation Of Trade And Commerce, Production, Supply And Distribution) Act, 2003, Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, IT Act, 2000 as amended from time to time and rules there under;2. are identical to other items You have up for auction but are priced lower than Your item's price, the reserve price of the item or minimum bid amount;3. are concurrently listed for sale on a web site other than the Website.

</li></ul></li></ul>Solely to enable eBay to use the information You supply us with, so that we are not violating any rights You might have in Your Information, You agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) You have in Your Information, in any media now known or not currently known, with respect to Your Information. eBay will only use Your Information in accordance with the User Agreement and eBay's

<a href="https://www.ebay.com/help/policies/member-behavior-policies/user-privacy-notice?id=4260">Privacy Policy</a>. You represent and confirm that You shall be the sole and exclusive legal owner of all items, goods or products of any description that You wish to offer for sale on any eBay website. You shall have absolute right, title and authority to deal in and offer for sale such items, goods or products. In the event that any transaction or attempted transaction relating to any item, good or service which is violative of this User Agreement or applicable law comes to Your knowledge, You shall take all steps to <a href="#contactWay">inform eBay</a> of the same. If You are a Registered User, You may contact eBay at <a href="#contactWay">here</a>. You shall not, either alone or in conjunction with other Users, manipulate or attempt to manipulate the prices of any item or services being sold or purchased on any eBay website as per the applicable Shill Bidding Policy enclosed and detailed in the following <a

href="https://www.ebay.com/help/policies/selling-policies/selling-practices-policy/shill-bidding-policy?

id=4353">link</a> which is incorporated by way of reference in this Agreement. You shall at all times ensure full compliance with the applicable provisions of the IT Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force) and international laws, foreign exchange laws, statutes and ordinances (including, but not limited to Income Tax, Octroi, Goods and Services Tax, Custom Duty, Local Levies) regarding Your use of our Services and Your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force. In particular You shall ensure that if any of Your items listed on eBay qualifies as an "Antiquity" or "Art treasure" as defined in the Antiquities And Art Treasures Act, 1972 ("Artwork"), You shall indicate that such Artwork is "non-exportable" and sold subject to the provisions of the Antiquities And Art Treasures Act, 1972, and shall ensure that it is not delivered to any winning bidder/buyer (as defined under the bidding and buying section) at any place outside India. From time to time, You shall be responsible for providing information relating to the items or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the item-specifics of such items or services so as to mislead other Users in any manner. You shall not attempt to or circumvent or manipulate our Fee structure, the billing process or Fees owed to eBay.</h2><h2>4. Policy Enforcement</h2>When a buyer or seller issue arises, we reserve the right to 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 User Agreement with anyone, for any reason at our discretion.</h2><h2>5. Fees and Taxes</h2>Membership on the Website is free. Where applicable, the fees we charge for using

other Services (other than Services for listing and purchase transactions on the Website which is currently disabled) will be listed on our Fee schedule page for the relevant eBay site. Unless otherwise indicated, we may change our seller fees from time to time by posting the changes on the relevant 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 to pay transaction fees arising out of all sales made using some or all of eBay 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 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, 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. 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. In any jurisdiction where eBay has an obligation to collect taxes on sales or deduct tax at source on sale You make using our Services, we may collect such taxes or deduct tax at source from You via the payment method on file or via any other means available to us. Seller fees don't purchase exclusive rights to item exposure on our Services. We may, in our sole discretion and without consent from, or payment, fee reduction, or other credit to, sellers, display third-party advertisements (including links

and references thereto) or other content in any part of our Services. eBay does not endorse any third-party advertisements and/or content or take any responsibility for the products and services offered by any third party. Further, eBay does not take any responsibility whatsoever for Your use or access of any third-party advertisements or links or other content.

6. Listing Conditions

Listings on the Website are currently disabled. When listing an item on eBay international sites other than the Website and subject to the paragraph below on International Buying and Selling, 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) (as may be applicable to those eBay international sites) and acknowledge 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 durations,
- 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, videos and text policy](https://www.ebay.com/help/policies/listing-policies/images-videos-text-policy?id=4240),
- Content that violates the laws or any of eBay's policies may be modified, obfuscated or deleted at eBay's 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;

[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 will 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 those of 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

[Accepted payments policy](https://www.ebay.com/help/policies/payment-policies/accepted-payments-policy?id=4269); Payments methods policy;. 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.</li></ul><h2>7. Purchase Conditions</h2>Purchase transactions on the Website are currently disabled. When buying an item on eBay international sites other than the Website and subject to the paragraph below on International Buying and Selling, You agree to the rules and policies for buyers (as may be applicable to those eBay international sites) and acknowledge that:<ul><li>You are responsible for reading the full item listing before making a bid or commitment to buy,</li><li>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),</li><li>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,</li><li>We do not transfer legal ownership of items from the seller to the buyer.</li></ul><h2>8. International Buying and Selling; Translation</h2>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 <a href="https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689">International selling policy</a>.For sellers, You may list Your items directly on one or more of eBay's international sites. Additionally, 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 setting. You may adjust these settings as detailed in the <a

<https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689>&Int  
ernational selling policy&lt;/a&gt;. If You list Your item with an international shipping option, the  
appearance of Your listings on sites other than listing sites 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 &lt;a  
<https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689>&Int  
ernational selling policy&lt;/a&gt;. You may restrict international buyers from purchasing your items if  
you explicitly exclude international shipping from your listings and apply an exclusion list to your  
listings. You represent and warrant that You have all necessary registrations and licenses for  
undertaking any international transactions and, You further undertake and covenant to obtain and  
have in place valid consents, license and registrations for undertaking any international  
transactions. 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.&lt;/h2&gt;9. Content&lt;/h2&gt;When You provide content using the 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 (as  
defined above) You have in that content in connection with our provision, expansion, and promotion  
of the 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&#39;, and those sublicensees&#39; use of that content in connection with our  
provision, expansion, and promotion of the 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 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 our Services, and that You will not attempt to hold us or our data providers liable for inaccuracies. As a seller, You agree to ensure that content directly associated with Your listings is true, correct, accurate and not misleading / violative of the provisions of this User Agreement and/or applicable laws. 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. Intellectual Property

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 through our <https://www.ebay.com/sellercenter/ebay-for-business/verified-rights-owner-program>

Verified Rights Owner (VeRO) Programme - opens in new window or

tab</a> and we will investigate.</h2>11. Holds and Restricted Funds</h2>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 <a href="https://pages.ebay.com/payment/2.0/terms.html" target="\_blank">Payments Terms of Use - opens in new window or tab</a>.</h2>12. Authorization to Contact You; Recording Calls; Analyzing Message Content</h2>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 <a href="https://www.ebay.com/help/policies/member-behaviour-policies/user-privacy-notice-privacy-policy?id=4260">User Privacy Notice</a>. As described in our <a href="https://www.ebay.com/help/policies/member-behaviour-policies/user-privacy-notice-privacy-policy?id=4260">User Privacy Notice</a>, 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

&lt;a

href="https://www.ebay.com/help/account/changing-account-settings/notifications?id=4203">com  
munication preferences</a> section of Your &#39;My eBay&#39;.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&#39;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&#39;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.<h3>Privacy of  
Others; Marketing</h3>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&#39;s information to a third party for purposes unrelated to the  
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.<h2>13. Additional  
Terms</h2>Our policies, including all policies referenced in them, are part of this Agreement  
and provide additional terms and conditions related to specific services offered on the sites,  
including but not limited to:<ul><li>Privacy Policy &ndash; <a  
href="https://www.ebay.com/help/policies/member-behaviour-policies/user-privacy-notice-privacy-po  
licy?id=4260">https://www.ebay.com/help/policies/member-behaviour-policies/user-privacy-notice  
-privacy-policy?id=4260</a></li><li>Outage Policy &ndash; <a  
href="https://www.ebay.com/help/policies/resolving-technical-issues/technical-issues?id=4220">h

<https://www.ebay.com/help/policies/resolving-technical-issues/technical-issues?id=4220> &lt;/a> &lt;/li> &lt;li>Prohibited and Restricted Items Policy &ndash; &lt;a href="https://www.ebay.com/help/policies/prohibited-restricted-items/prohibited-restricted-items?id=4207">https://www.ebay.com/help/policies/prohibited-restricted-items/prohibited-restricted-items?id=4207 &lt;/a> &lt;/li> &lt;li>Board Usage Policy &ndash; &lt;a href="https://community.ebay.com/t5/About-the-Community/Community-Guidelines/td-p/26164369" target="\_blank">https://community.ebay.com/t5/About-the-Community/Community-Guidelines/td-p/26164369 - opens in new window or tab &lt;/a> &lt;/li> &lt;li>Community Content Policy (covers Reviews, Guides, Blog Entries, Wiki Articles and Member-Created Product Descriptions) &ndash; &lt;a href="https://www.ebay.com/help/policies/member-behavior-policies/community-content-policy?id=4265">https://www.ebay.com/help/policies/member-behavior-policies/community-content-policy?id=4265 &lt;/a> &lt;/li> &lt;li>Rules about Intellectual Property &ndash; &lt;a href="/sellercenter/ebay-for-business/verified-rights-owner-program">https://www.ebay.com/sellercenter/ebay-for-business/verified-rights-owner-program - opens in new window or tab &lt;/a> &lt;/li> &lt;/ul> eBay Buyer Protection Policy as applicable to each eBay site You use &lt;/li> &lt;/ul> Each of these policies may be changed from time to time. Changes take effect when we post them on the eBay site. You are subject to any posted policies or rules applicable to Services You use when using particular services on our sites. &lt;h3> &lt;a id="other\_ebay\_sites\_b" name="other\_ebay\_sites\_b"> &lt;/a> Buyer Protection for transactions on other eBay sites &lt;/h3> Any person who, knowingly and with intent to injure, defraud or deceive, files a fraudulent complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the applicable law. If You list Your items for sale internationally and/or otherwise offer to make Your products available to buyers in other countries, You may be subject to the policies that are applicable to the eBay sites on which You list or where Your items appear. Specifically, the eBay Buyer Protection Policy of the site where

the buyer buys the product may apply to Your transaction. We may require sellers to comply with the resolution process under the applicable eBay Buyer Protection Policy of other eBay sites. Sellers hereby permit eBay to make a final decision, at its sole discretion, on any claim that a buyer files with eBay under the applicable eBay Buyer Protection Policy of the eBay site if the buyer and seller do not reach resolution, and the seller does not provide information requested by eBay. If a dispute is resolved in the buyer's favor, the buyer will be granted a refund for the cost of the item and the original shipping as described in the applicable eBay Buyer Protection Policy of other eBay sites, eBay reserves the right to require a seller to reimburse eBay for such refund. Sellers must have a reimbursement method on file with eBay. eBay reserves the rights to at its sole discretion to recover the refund from the seller and/or apply certain restrictions or suspension of seller privileges for the seller's transactions on the Website or other eBay sites.

### 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

<https://www.ebay.com/help/selling/managing-returns-refunds/managing-returns-refunds?id=4079> returns policy.

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 [a href="https://www.ebay.com/help/selling/getting-paid/cancelling-transaction?id=4136"](https://www.ebay.com/help/selling/getting-paid/cancelling-transaction?id=4136) cancelling a transaction

for more details.

## 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). Using the managed payments service will be a prerequisite for using the Services as a seller. When we enable Your account to be activated for managed payments, eBay will send You an email requesting you to complete managed payments registration by a specific date. When You receive this email, to continue to list and sell on eBay, You must by the date specified in the email:

- 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;
- pass such verification and screening and otherwise meet the compliance requirements of the payments entity, as determined by the payments entity;
- provide bank account information.

If You were sent this email and decide not to proceed with registration for managed payments, we reserve the right to limit access to our Services (including but not limited to restricting your ability to list or make changes to existing listings) or end Your listings. 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;
- 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) - opens in new window or tab, incorporated herein. You agree to the [Payments Terms of Use](https://pages.ebay.com/payment/2.0/terms.html) - opens in new window or tab 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. Buyers agree and understand that payments received by the applicable 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 expiry dates, entered by You on eBay Services when You make a purchase,

redeem a coupon, or make any other transaction on eBay Services where card information is entered. Such stored payment information may be used as Your default payment method for future transactions on eBay 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 <https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259#Returns> or cancellations <https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689#section2> on eBay Services, or file <https://www.ebay.com/help/policies/selling-policies/international-selling-policy?id=4689#section2> eBay Money Back Guarantee claims on eBay 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 User 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 the 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 Services;

- 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 User Agreement or any of the eBay policies;
- the duration or manner in which Your listings appear in search results as set out in the Listing Conditions Section above;
- 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.

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) the amount of fees in dispute not to exceed the total fees, which You paid to us in the 12 months immediately prior to the action giving rise to the liability, or (b) US\$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 and/or any of the eBay policies, Your improper use of eBay's Services or Your breach of any law or the rights of a third party.

## 18. Legal Disputes

If a dispute arises between You and eBay, we strongly encourage You/User to first contact us directly to seek a resolution of the dispute by addressing the dispute to the Grievance Officer. Failing resolution through the Grievance Officer, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified and appointed by eBay.

The place of arbitration shall be Mumbai, India. The Arbitration and Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language. The award of the arbitration proceedings shall be final and binding on the parties to the dispute. The arbitrator shall also decide upon the costs of the arbitration proceedings. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed by and construed in all respects by the laws of India.

### Grievance Officer

In accordance with IT Act, 2000 and rules made thereunder, the name and contact details of the Grievance Officer is published on the Website.

## 19. General

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency or any relationship other than contemplated under this User Agreement, between You and eBay and You shall have no authority to bind eBay in any manner whatsoever. Your relationship with eBay is on a principal to principal basis and by Your acceptance of this User Agreement, You agree that eBay is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on the Website. Except as explicitly stated otherwise, any notices shall be given by postal mail on behalf of eBay to eBay Singapore Services Private Limited, Attn: Legal Department, at 10 Collyer Quay, #10-01 Ocean Financial Centre, Singapore 049315 (in the case of eBay) or to the email address You provide to us during the registration process (in Your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give You notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing. 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 deemed severable and shall not affect the validity and enforceability of the remaining provisions of this User Agreement.

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. This Agreement and the eBay policies referenced herein set forth the entire understanding and agreement between You and eBay with respect to the subject matter hereof. We may amend this User Agreement at any time by posting the amended terms on the Website. 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 with 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 sites or Services. 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 franchisor-franchisee relationship is intended or created by this User Agreement. The User Agreement and all terms and policies 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 and Taxes, Content, Holds and Restricted Funds, Additional Terms, Managed Payments, Disclaimer of Warranties; Limitation of Liability, Release, Indemnity, Legal Disputes, and General. In eBay's sole discretion, eBay may transfer its rights and obligations (also known as "assign") under this Agreement without Your prior express consent,

provided that eBay assigns the Agreement on the same terms or terms that are no less advantageous to You. This document is an electronic record in terms of Information Technology Act, 2000 and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.</h2>