

# eBay User Agreement and Privacy Policy

## User Agreement

THE FOLLOWING DESCRIBES THE TERMS ON WHICH EBAY OFFERS YOU ACCESS TO OUR SERVICES.

### Markup note from PM

This document contains the text of the agreement and privacy policy extracted from the scrolling text box in the eBay user registration form. The terms set out in that text box do not include the clause or section numbers. However, in the HTML versions of the user agreement and the privacy policy at <http://pages.ebay.com/help/policies/user-agreement.html?ssPageName=f:f:US> and <http://pages.ebay.com/help/policies/privacy-policy.html>, the numbers are included. This document includes the numbers as shown in the web page versions. In addition, all hypertext links in the web page versions are marked up as references.

The BNML Schema allows the contract-front to contain block elements or a parties element with an optional background. The preliminary content in this document does not require parties or background elements.

Do we need a more structured container for this kind of front matter?

Welcome to the user agreement (the "Agreement" or "User Agreement") for eBay Inc. If you reside outside of the United States, the party you are contracting with is eBay International AG. This Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains of [www.ebay.com](http://www.ebay.com) (the "*Site*") (including [half.ebay.com](http://half.ebay.com), [stores.ebay.com](http://stores.ebay.com)) and the general principles for the websites of our subsidiaries and international affiliates. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services.

If you have any questions, please refer to our User Agreement Frequently Asked Questions or our User Agreement Revision Frequently Asked Questions.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member of eBay. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you as an eBay user. Please note: underlined words and phrases are links to these pages and websites. By accepting this User Agreement, you also agree that your use of other eBay websites will be governed by the User Agreement and Privacy Policy posted on those websites.

We may amend this Agreement at any time by posting the amended terms on the Site. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on the Site. In addition, we will notify you in accordance with

your Notification Preferences. This Agreement may not be otherwise amended except in a writing signed by you and eBay Inc. This Agreement is effective upon acceptance in registration for new registering users, and is otherwise effective on May 25th, 2003 for all users. The previous amendment to this Agreement was effective for all users on April 19th, 2002.

## **1. Membership Eligibility.**

Our services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended eBay members. If you are a under the age of 18, you can use this service only in conjunction with, and under the supervision of your parents or guardians. If you do not qualify, please do not use our Site. Further, your eBay account (including feedback) and User ID may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

## **2. Fees and Services.**

Joining and bidding on items at eBay is free. We do charge fees for listing items for sale through our Site and when you list an item you have an opportunity to review and accept the fees that you will be charged. Our Fees and Credits Policy is available and is incorporated into this Agreement by reference. We may change our Fees and Credits Policy and the fees for our services from time to time. Our changes to the policy are effective after we provide you with at least fourteen (14) days' notice of the changes by posting the changes on the Site. However, we may choose to temporarily change our Fees and Credits Policy and the fees for our services for promotional events (for example, free listing days) and such changes are effective when we post the temporary promotional event on the Site.. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and the Site and all applicable taxes.

### **3. eBay is a Venue.**

#### **3.1 eBay is not an Auctioneer.**

Although we are commonly referred to as an online auction web site, it is important to realize that we are not a traditional "auctioneer." Instead, the Site acts as a venue to allow anyone to offer, sell, and buy just about anything, at anytime, from anywhere, in a variety of pricing formats, including a fixed price format and an auction-style format commonly referred to as "online auctions" or "auctions." We are not involved in the actual transaction between buyers and sellers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to pay for items. We cannot ensure that a buyer or seller will actually complete a transaction. Consequently, we do not transfer legal ownership of items from the seller to the buyer, and nothing in this agreement shall modify the governing provisions of Ca. Com. Code §2401(2) and Uniform Com. Code §2-401(2), under which legal ownership of an item is transferred upon physical delivery of the item to the buyer by the seller.

#### **3.2 Fixed Price Marketplace.**

We also offer you the availability to purchase items at a fixed price from a service on an area of the Site called Half.com by eBay. This area is a venue that allows users to find and purchase items from other users at a fixed price. Specific terms and conditions apply to your use of the Half.com area that you can read by going to <http://half.ebay.com/help/index.cfm?helpsection=halfpolicy>

#### **3.3 Identity Verification.**

We use many techniques to verify the accuracy of the information our users provide us when they register on the Site. However, because user verification on the Internet is difficult, eBay cannot and does not confirm each user's purported identity. Thus, we have established a user-initiated feedback system to help you evaluate with whom you are dealing. We also encourage you to communicate directly with potential trading partners through the tools available on the Site. You may also wish to consider using a third party escrow service or services that provide additional user verification. See our Buying and Selling Tools page.

### 3.4 Release.

Because we are a venue, in the event that you have a dispute with one or more users, you release eBay (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

### 3.5 Information Control.

We do not control the information provided by other users that is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Site. Please note that there are also risks of dealing with underage persons or people acting under false pretense. Additionally, there may also be risks dealing with international trade and foreign nationals. By using this Site, you agree to accept such risks and eBay is not responsible for the acts or omissions of users on the Site.

## 4. Bidding and Buying.

As a buyer, you are obligated to complete the transaction with the seller:

- if you purchase an item through one of our fixed price formats; or
- if you are the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and your bid is accepted by the seller, unless the item is listed in a category under the Non-Binding Bid Policy or the transaction is prohibited by law or by this Agreement.

By bidding on an item you agree to be bound by the conditions of sale included in the item's description so long as those conditions of sale are not in violation of this Agreement or unlawful. Unless you and the seller agree otherwise, you will become the item's lawful owner upon physical receipt of the item from the seller, in accordance with Ca. Com. Code §2401(2) and Uniform Com. Code §2-401(2). Bids are not retractable except in exceptional circumstances, such as: when the seller materially changes the item's description after you bid; a clear typographical error is made; you cannot authenticate the seller's identity; or when the seller does not confirm your

purchase in the Half.com area of our services. If you choose to bid on mature audience items or items that are restricted to adult use, you are certifying that you have the legal right to purchase such items.

## **5. Listing and Selling.**

### **5.1 Listing Description.**

You must be legally able to sell the item(s) you list for sale on the Site. You must describe your item and all terms of sale on the listing page of the Site. Your listings may only include text descriptions, graphics, pictures and other content relevant to the sale of that item. All listed items must be listed in an appropriate category. All items in multiple item listings must be identical.

### **5.2 Binding Bids.**

Except for items listed in a category under the Non-binding Bid Policy, if you receive at least one bid at or above your stated minimum price (or in the case of reserve auctions, at or above the reserve price), you are obligated as the seller to complete the transaction with the highest bidder upon the auction's completion, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of your listing (such as payment method), or (b) you cannot authenticate the buyer's identity.

### **5.3 Fraud.**

Without limiting any other remedies, eBay may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

### **5.4 VeRO Program.**

eBay's Verified Rights Owner (VeRO) program works to ensure that listed items do not infringe upon the copyright, trademark or other rights of third parties. VeRO program participants and other rights owners can report listings offering infringing items, and request that such items be removed. VeRO program participants and other rights owners may have limited access to some of your personal information as described in the Privacy Policy at (<http://pages.ebay.com/help/policies/privacy-policy.html>).

## 5.5 Manipulation.

Neither you, bidders nor sellers may manipulate the price of any item nor may you interfere with other user's listings or transactions.

## 6. Your Information.

### 6.1 Definition.

"Your Information" is defined as any information you provide to us or other users in the registration, bidding or listing process, in any public message area (including the Café or the feedback area) or through any email feature. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.

### 6.2 Restricted Activities.

Your Information (or any items listed) and your activities on the Site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain child pornography or, if otherwise adult in nature or harmful to minors, shall be posted only in the Mature Audiences section and shall be distributed only to people legally permitted to receive such content; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (i) link directly or indirectly to or include descriptions of goods or services that: (aa) are prohibited under this Agreement; (bb) are identical to other items you have up for auction but are priced lower than your item's reserve or minimum bid amount; (cc) are concurrently listed for sale on a web site other than eBay's (this does not prevent linking to or advertising an eBay item from another web site); or (dd) you do not have a right to link to or include. Furthermore, you may not list any item on the Site (or consummate any transaction that was initiated using our service) that, by paying to us the listing fee or the final value fee, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates our current Prohibited, Questionable and Infringing Items.

### 6.3 License.

Solely to enable eBay to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (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 our Privacy Policy.

## 7. Access and Interference.

The Site contains robot exclusion headers. Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to eBay by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Your Information) from the Site without the prior expressed written permission of eBay and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

## 8. Feedback.

### 8.1 Integrity.

You may not take any actions that may undermine the integrity of the feedback system. We may limit the number of bids and listings you may place on the Site based upon the level of your feedback. If you earn a net feedback rating of -4 (minus four), your membership may be suspended, and you may be unable to list or bid.

### 8.2 Export.

You acknowledge that your feedback consists of comments left by other users and a composite feedback number compiled by eBay, and that the composite number without the comments does not convey your full user

profile. Because feedback ratings are not designed for any purpose other than for facilitating trading between eBay users, you agree that you shall not market or export your eBay feedback rating in any venue other than an eBay operated website.

### **8.3 Import.**

We do not provide you the technical ability to import feedback from other (non-eBay operated) websites to eBay because a composite number, without the corresponding feedback does not reflect your true online reputation within our community.

## **9. Breach.**

Without limiting other remedies, we may limit your activity, immediately remove your bids or item listings, warn our community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

## **10. Privacy.**

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and your information is one of our most important assets. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. We use third parties to verify and certify our privacy principles. Our current Privacy Policy is available at <http://pages.ebay.com/help/policies/privacy-policy.html>. If you object to your Information being transferred or used in this way please do not use our services.

## **11. No Warranty.**

WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS,

IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

## **12. Liability Limit.**

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

OUR LIABILITY, AND THE LIABILITY OF OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **13. Indemnity.**

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

## **14. Legal Compliance.**

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.

## **15. No Agency.**

You and eBay are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

## **16. Notices.**

Except as explicitly stated otherwise, any notices shall be given by postal mail to eBay Attn: Legal Department 2145 Hamilton Ave., San Jose, CA 95125 (in the case of eBay) or to the email address you provide to eBay 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 eBay during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

## **17. Resolution of Disputes.**

In the event a dispute arises between you and eBay, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and eBay agree that any claim or controversy at law or equity that arises out of this Agreement or our services ("Claims") shall be resolved in accordance with one of the subsections below or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution and we will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.

### **17.1 Binding Arbitration.**

For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, you or eBay may elect to resolve the dispute through binding arbitration conducted by telephone, on-line and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association or JAMS in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## 17.2 Court.

Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located in Santa Clara County, California or where the defendant is located (in our case San Jose, California, and in your case your home address or principal place of business). You and eBay agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California.

## 17.3 Alternative Dispute Resolution.

Alternatively, eBay will consider use of other alternative forms of dispute resolution, such as binding arbitration to be held in Santa Clara County, California or another location mutually agreed upon by the parties.

### Markup note from PM

The following paragraph is marked up as part of section 17.3. However, it seems likely that the contract drafter intended the paragraph to be outside section 17.3 (a sibling, rather than a child).

The BNML Schema uses the standard item and block model in the body of contract. This does not allow a block to occur as a sibling of item after the first item. To accommodate this structure it would be necessary to use the loose model. Possibly the standard schema should use the loose model. Particular users can adopt a stricter model, if they wish.

All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the first party to file a Claim. Should either party file an action contrary to this Section 17, the other party may recover attorneys' fees and costs up to \$1000, provided that the party seeking the award has notified the other party in writing of the improperly filed Claim, and the other party has failed to withdraw the Claim.

## 18. Additional Terms.

The following policies are incorporated into this Agreement by reference and provide additional terms and conditions related to specific services offered on the Site: Privacy Policy:

<http://pages.ebay.com/help/policies/privacy-policy.html>,

Outage Policy: <http://pages.ebay.com/help/policies/everyone-outage.html>,

Board Usage Policy: <http://pages.ebay.com/help/policies/everyone-boards.html>,

Non-Binding Bid Policy: <http://pages.ebay.com/help/policies/non-binding-bid.html>,

Listing Policy: <http://pages.ebay.com/help/policies/listing-ov.html>,

Half.com Policy:

<http://www.half.com/help/index.cfm?helpsection=halfpolicy>,

Investigations Policy:

<http://pages.ebay.com/help/community/investigates.html>,

Prohibited, Questionable & Infringing Item Policy:

<http://pages.ebay.com/help/policies/items-ov.html>,

Real Estate Policy:

[http://pages.ebay.com/help/community/re\\_agreement.html](http://pages.ebay.com/help/community/re_agreement.html),

and the Unpaid Item Policy: <http://pages.ebay.com/help/policies/unpaid-item.html>.

Each of these policies may be changed from time to time and are effective immediately after we post the changes on the Site, except for the Privacy Policy for which we will provide you with thirty days prior notice. In addition, when using particular services on the Site, you agree that you are subject to any posted policies or rules applicable to services you use through the Site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into this Agreement.

## **19. General.**

This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by eBay in accordance with Section 16 "Notices", in our sole discretion, Headings are for reference purposes only and in no way define, limit, construe or describe 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. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. Sections 2 (Fees and Services) with respect to fees owed for our services, 3.4 (Release), 6.3 (License), 7 (Access and Interference), 12 (Liability Limit), 13 (Indemnity) and 17 (Resolution of Disputes) shall survive any termination or expiration of this Agreement.

## 20. Disclosures.

The services hereunder are offered by eBay Inc., located at 2145 Hamilton Ave., San Jose, CA 95125. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information. If you reside outside of the United States, the services are offered by eBay International AG, located at Bubenbergrplatz 5, Ch-3001, Bern, Switzerland. Fees for our services are described at <http://pages.ebay.com/help/sell/fees.html>.

Commercially available parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. If you are interested in learning more about these protections, information is available at <http://www.safetysurf.com/> or other analogous sites providing information on such protections. The preceding link is provided for information purposes only, and is not intended as an endorsement of SafetySurf.com's Internet site, services, or policies. eBay is not affiliated with SafetySurf.com.

Disputes between you and eBay regarding our services may be reported to Customer Support by going to <http://pages.ebay.com/help/new/customer-support.html>. We encourage you to report all user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity.

Additionally, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

### Markup note from PM

This component is not in the published terms provided by eBay. The following wording is provided at the end of the registration registration form, after the scroll box with the user agreement and privacy policy.

Daniel Greenwood asked how a complete set of terms, including the words of assent, might be presented to the user. I have added the assent wording to show that they could be added to the XML file, if necessary.

It is not clear that the XML file needs to contain this component. It will depend very much on the way that each site handles it. A site could create a display from the standard terms and standard wording in a HTML or PDF file without having to store the standard wording in an XML file. There are many ways it could be handled. It is unlikely that the registration form would extract the assent wording from the same XML file as the narrative terms.

Is there any reason why the XML file must contain the assent wording from the registration form?

Please check the box below:

I agree to the following:

- I accept the User Agreement and Privacy Policy above.
- I may receive communications from eBay and I understand that I can change my notification preferences at any time in My eBay.

## eBay Privacy Policy

### Markup note from PM

The eBay website handles the privacy policy in two ways. In the user registration form, it is appended to the user agreement. However, it is presented as a separate document to the user agreement in other web pages.

It is likely that these documents may be stored as two documents in a content management system and combined to produce the data in the text box on the registration form. However, it is possible that in some situations, a document such as the Privacy Policy could be annexed to the a set of contract terms. I have included the Privacy Policy as an adjunct to show how another complete document can be attached to a BNML contract.

In this case, the Privacy Policy could be attached as a "contract" or as a "document". The contract-front element in BNML contract would need to be modified to allow more structure choices to capture the Privacy Policy front matter. It is also not clear that the Privacy Policy should be called a "contract". Marking it up as a "document" may be more appropriate but this will be up to each user.

The TC will need to decide whether it wants to retain the BNML document for this kind of usage.

Your privacy is very important to us. We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. Please read this privacy policy to learn more about the ways in which we use and protect your personal information. We want you to fully understand our privacy practices and therefore, in addition to this Privacy Policy, we have created Privacy Central to help you fully evaluate our practices and answer privacy questions.

If you have additional questions, you may send email to [privacy@ebay.com](mailto:privacy@ebay.com). If eBay does not respond to your inquiry or your inquiry has not been satisfactorily addressed, please contact TRUSTe at [http://www.truste.org/users/users\\_watchdog.html](http://www.truste.org/users/users_watchdog.html). For more information on TRUSTe, please go to [www.truste.org](http://www.truste.org).

## Overview

The privacy practices of this statement apply to our services available under the domain and subdomains of [www.ebay.com](http://www.ebay.com) (the "Site") (including <http://stores.ebay.com/>) and apply generally to our subsidiaries or joint venture websites whose specific privacy policies are available from our Privacy Central pages. By visiting this website you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree please do not use or access our Site.

This Privacy Policy describes the information, as part of the normal operation of our services, we collect from you and what may happen to that information. Although this

policy may seem long, we have prepared a detailed policy because we believe you should know as much as possible about eBay's practices so that you can make informed decisions. All of our subsidiaries and joint ventures operate under similar privacy practices as described in this Privacy Policy and, subject to the requirements of applicable law, we strive to provide a consistent set of privacy practices throughout the global eBay trading community.

By accepting the Privacy Policy and the User Agreement in registration, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the eBay User Agreement. This Privacy Policy is effective upon acceptance in registration for new registering users, and is otherwise effective on May 25th, 2003 for all users. The previous amendment to this Privacy Policy was effective for all users on April 19th, 2002.

## Table of Contents

### Markup note from PM

I have marked up the table of contents from the eBay registration page. The BNML Schema does not include explicit markup for the table of contents. It assumes that a contents listing is always generated from structures in the document and output in an appropriate form for each rendition. In practice, there is no reason for it to be explicitly created in the XML markup, except, possibly when quoting a document with its table of contents. In all other cases, a contents listing can be automatically generated, as required, in each rendition.

1. An Important Note About Children
2. Information We Collect
3. Our Use of Your Information
4. Our Disclosure of Your Information
  - Advertisers
  - eBay Community
  - External Service Providers
  - Internal Service Providers for Our Operations
  - Other Corporate Entities
  - Legal Requests
5. Your Use of Other Users' Information
6. Use of Email Tools
7. Control of Your Password
8. Accessing, Reviewing and Changing Your Personal Information

9. Other Information Collectors

10. Security

11. Privacy Tools

12. Notice

## **1 A Special Note About Children.**

Children (persons under the age of 18) are not eligible to use the Site unsupervised and we ask that children do not submit any personal information to us. If you are under the age of 18, you may only use this Site in conjunction with and under the supervision of your parents or guardians.

## **2 Information We Collect.**

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our service to make your experience safer and easier. We only collect personal information about you that we consider necessary for achieving this purpose.

In general, you can browse the Site without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. If you choose to use our services, we may require you to provide contact and identity information, billing information, shipping information and other personal information as indicated on the forms throughout the Site. Where possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service or feature.

Under some circumstances we may require some additional financial information, such as, but not limited to: if you are registering using an email account at a free email service, or registering to sell on the Site. We use your financial information, including credit card information to verify the accuracy of your name, address, and other information, as well as to bill you for your use of our services.

We automatically track certain information based upon your behavior on the Site. We use this information to do internal research on our users' demographics, interests, and behavior to better understand, protect and serve you and our community. This information may include the URL that you just came from (whether this URL is on the Site or not), which URL you next go

to (whether this URL is on the Site or not), your computer browser information, and your IP address.

We use data collection devices such as "cookies" on certain pages of the Site to help analyze our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. We offer certain features that are only available through the use of a "cookie". We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. (Learn more about why we use cookies). Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the Site and you may be required to reenter your password more frequently during a session.

Additionally, you may encounter "cookies" or other similar devices on certain pages of the Site that are placed by third parties. For example, if you view a web page created by a user, there may be a "cookie" placed within that web page. We do not control the use of cookies by third parties.

If you choose to bid, buy or sell on the Site, we collect information about your bidding, buying and selling behavior. We also collect other users' comments about you in our feedback area.

If you establish a credit account with us to pay the fees we charge, we collect some additional information, such as a billing address, a credit card number and a credit card expiration date and tracking information from checks or money orders.

If you choose to post messages in our Caf? chat rooms or other message areas or leave feedback for other users, we will collect that information you provide to us. We retain this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law.

If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Site, we may collect such information into a file specific to you.

If you register for eBay on another web site or use a web site providing a service for eBay or a web site that helps facilitate your activity on eBay, that web site may provide personal information about you and your transactions back to eBay.

For a chart showing what information we collect from or about you, and who has access to that information, please see the Appendix.

### **3 Our Use of Your Information.**

We use your personal information to facilitate the services you request. We use your personal information in the file we maintain about you, and other information we obtain from your current and past activities on the Site to: resolve disputes; troubleshoot problems; help promote safe trading; collect fees owed; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our User Agreement; and as otherwise described to you at the time of collection. At times, we may look across multiple users to identify problems or resolve disputes, and in particular we may examine your personal information to identify users using multiple User IDs or aliases. We may compare and review your personal information for errors, omissions and for accuracy.

If you choose to list an item for sale on the Site or open a credit account, or otherwise provide us with your financial information, we use your address and billing information to bill you and provide associated support.

You agree that we may use personal information about you to improve our marketing and promotional efforts, to analyze site usage, improve our content and product offerings, and customize the Site's content, layout, and services. These uses improve the Site and better tailor it to meet your needs, so as to provide you with a smooth, efficient, safe and customized experience while using the Site.

You agree that we may use your personal information to contact you and deliver information to you that, in some cases, are targeted to your interests, such as targeted banner advertisements, administrative notices, product offerings, and communications relevant to your use of the Site. By accepting the User Agreement and Privacy Policy, you expressly agree to receive this information. If you do not wish to receive these communications, we encourage you to opt out of the receipt of certain communications on the notification preferences page. You may make changes to your notification preferences at any time.

### **4 Our Disclosure of Your Information.**

As a matter of policy, we do not sell or rent any of your personal information to third parties for their marketing purposes without your explicit consent. However, the following describes some of the ways that your personal information may be disclosed in the normal scope of business to provide our services.

Advertisers. We aggregate (gather up data across all user accounts) personal information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for their marketing and promotional purposes. However, in these situations, we do not disclose to these entities any information that could be used to identify you personally. Certain information, such as your name, email address, password, credit card number, and bank account number, are not disclosed to these third parties in a personally identifiable manner without your explicit consent.

### eBay Community.

Your User ID is displayed throughout the Site and is therefore available to the public. All of your activities on the Site will be identifiable to your User ID. Other people can see your bids, items that you have purchased in the past, your feedback rating and associated comments, your postings on the Site, and so on. Therefore, if you associate your name with your User ID, the people you have revealed your name to will be able to personally identify your eBay activities. Although our pages are coded with robot exclusion headers, others may illegally attempt to automatically collect your email address from the Site. We describe how to change your email and User ID below in Section 8. We also provide a number of ways to allow other users to find out more about you and your site activities, such as our feature that allows users to quickly see all of the items you are offering at the time. If you are involved in a transaction, we have features that allow other users to view your email address and obtain your contact and shipping information to help complete the transaction. Further, we may send out notices to you or other community members regarding suspicious activity or policy violations on the Site.

### External Service Providers.

There are a number of separate services offered by third parties that we refer to as external service providers that may be complimentary to your use of the Site (e.g. listing agents, escrow, authentication, mediation, shipping, packaging). If you choose to use these separate services, disclose information to the external service providers, and/or grant them permission to collect information about you, then their use of your information is governed by their privacy policy. We do not disclose your personal information to external service providers unless you provide your explicit consent. With your consent we may provide some of your personal information to the external service provider offering such services, for your convenience. To prevent our disclosure of your personal information to an external service provider, you can decline such consent or simply not use their services. Because we do not control the privacy practices of these third parties, you should evaluate their practices before deciding to use their services. Users who register on an eBay co-branded web site (for example, CompuServe, AOL.com, and AOL) grant

eBay permission to pass your email address back to that co-branded web site. The use of your email address by the co-brand web sites is limited by their applicable privacy policies.

### Internal Service Providers for Our Operations.

We may use third parties that we refer to as internal service providers to facilitate or outsource one or more aspects of the business, product and service operations that we provide to you (e.g., search technology, discussion boards, bill collection, affiliate and rewards programs, co-branded credit cards) and therefore we may provide some of your personal information directly to these internal service providers. These internal service providers' are subject to confidentiality agreements with us and other legal restrictions that prohibit their use of the information we provide them for any other purpose except to facilitate the specific outsourced eBay related operation, unless you have explicitly agreed or given your prior permission to them for additional uses. In some instances, the internal service provider may collect information directly from you (such as for eBay surveys or for a co-branded credit card). In these cases, you will be notified of the involvement of the internal service provider, and all additional information you provide them and their additional uses will be strictly up to you. If you provide additional information to an internal service provider directly, then their use of your personal information is governed by their applicable privacy policy.

### Other Corporate Entities.

We share much of our data, including personal information about you, with our subsidiaries and joint ventures that are committed to serving your online trading needs and related services, throughout the world. To the extent that these entities have access to your information, they will treat it at least as protectively as they treat information they obtain from their other users. Our subsidiaries and joint ventures follow privacy practices no less protective of all users than our practices described in this document, to the extent allowed by applicable law. eBay, its subsidiaries, its joint ventures, or any combination of such, will share some or all of your personal information with another business entity should we plan to, merge with, or be acquired by that business entity. Should such a combination occur, we will require that the new combined entity follow this privacy policy with respect to your personal information. If your personal information will be used contrary to this policy, you will receive prior notice in as provided in Section 12 ("Notice").

## Legal Requests.

eBay cooperates with law enforcement inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights, to help protect you and the eBay community from bad actors. Therefore, in response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity, we can (and you authorize us to) disclose your name, city, state, telephone number, email address, UserID history, fraud complaints, and bidding and listing history without a subpoena. Without limiting the above, in an effort to respect your privacy and our ability to keep the community free from bad actors, we will not otherwise disclose your personal information to law enforcement or other government officials without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to: prevent imminent physical harm or financial loss; or report suspected illegal activity. Further, we can (and you authorize us to) disclose your name, street address, city, state, zip code, country, phone number, email, and company name to eBay VeRO Program participants under confidentiality agreement, as we in our sole discretion believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

Due to the existing regulatory environment, we cannot ensure that all of your private communications and other personal information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose personal information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or users may abuse or misuse your personal information that they collect from the Site. Therefore, although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private.

For a chart showing what information we collect from or about you, and who has access to that information, please see the Appendix.

## **5 Your Use of Other Users' Information.**

In order to facilitate interaction among all eBay community members, our Site allows you limited access other users' contact and shipping information. As a seller you have access to the User ID, email address and other contact and shipping information of the buyer or winning bidder(s), and as a buyer or winning bidder you have access to the User ID, email address and other contact information of the seller.

By entering into our User Agreement, you agree that, with respect to other users' personal information that you obtain through the Site or through an eBay-related communication or eBay-facilitated transaction, eBay hereby grants to you a license to use such information only for: (a) eBay-related communications that are not unsolicited commercial messages, (b) using services offered through eBay (e.g. escrow, insurance, shipping and fraud complaints), and (c) any other purpose that a user expressly agrees to after you tell them the purpose you would like to use it for. In all cases, you must give users an opportunity to remove themselves from your database and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this Section, can you disclose personal information about another user to any third party without our consent and the consent of that user. You agree that other users may use your personal information to communicate with you in accordance with this Section. Note that law enforcement personnel, VeRO program participants, and other rights holders are given different rights with respect to information they access.

eBay and our users do not tolerate spam. Therefore, without limiting the foregoing, you are not licensed to add an eBay user, even a user who has purchased an item from you, to your mail list (email or physical mail) without their express consent. To report eBay related spam to eBay, please contact us using our webform.

## **6 Use of Email Tools.**

You may not use the Email This Item to a Friend service or other email services that we offer to send spam or otherwise send content that would violate our User Agreement. We do not permanently store email messages or the email addresses sent from these tools.

If you send an email using the Email This Item to a Friend service to an email address that is not registered in our community, we do not use that email address for any purpose other than to send your email. We do not rent or sell these email addresses.

## **7 Control of Your Password.**

You are responsible for all actions taken with your User ID and password, including fees charged to your account. Therefore we do not recommend that you disclose your eBay password to any third parties. If you choose to share your User ID and password or your personal information with third parties, you are responsible for all actions taken with your account and therefore you should review that third party's privacy policy. If you lose control of your password, you may lose substantial control over your personal information and may be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reason, you should immediately change your password as detailed in Section 8.

## **8 Accessing, Reviewing and Changing Your Personal Information.**

We offer you the ability to automatically review and change the information you submit to us by logging into the Site and entering in the new information yourself. Generally, we will not modify your personal information based on your request because it is very difficult to authenticate your account manually. You can change your user Id, email address, contact information, financial information, shipping information and user preferences by going the preferences and setup section in My eBay. You must promptly update your personal information if it changes or is inaccurate. Once posted, you may not be able to change or remove any public postings made on the Site including our chat rooms or other message areas or the feedback area.

Upon your request, we will deactivate your account, contact information, billing information, shipping information, and financial information from our active databases. To make this request, email [privacy@ebay.com](mailto:privacy@ebay.com). Such information will be deactivated as soon as reasonably possible based on your account activity and in accordance with our deactivation policy and applicable law.

We will retain in our files some personal information you have requested to remove to prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce our User Agreement and comply with legal requirements as is permitted by law. Therefore, you should not expect that all of your personal information will be completely removed from our databases in response to your requests. However, such personal information will be deactivated from public and member viewing and will only be available to select eBay personal.

## **9 Other Information Collectors.**

Except as otherwise expressly included in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to other parties, whether they are bidders, buyers or sellers on our site or other sites throughout the Internet, different rules may apply to their use or disclosure of the information you disclose to them. Since eBay does not control the privacy policies of third parties, you are subject to the privacy policies of that third party. We encourage you to ask questions before you disclose your personal information to others.

## **10 Security.**

Your information is stored on eBay Inc.'s servers located in the United States. We use procedural and technical safeguards to protect your personal information against loss or theft as well as unauthorized access and disclosure to protect your privacy, including encryption, "firewalls" and Secure Socket Layers. We treat data as an asset that must be

protected against loss and unauthorized access. We employ many different security techniques to protect such data from unauthorized access by users inside and outside the company. However, "perfect security" does not exist on the Internet.

## **11 Privacy Tools.**

It is our goal to make our privacy practices easy to understand. We have created easy-to-read summaries, privacy principles, a privacy chart and, are working on privacy enhancing technology to help summarize our full privacy policy. If you have questions about any part of this summary or if you would like more detailed information, we encourage you to review our full privacy policy.

## **12 Notice.**

We may amend this Privacy Policy at any time by posting the amend terms on the Site. All amended terms shall automatically be effective 30 days after they are initially posted on the Site. In addition, we will notify you in accordance with your Notification Preferences.