

## EBAY DEVELOPERS PROGRAM & API LICENSE AGREEMENT

Thank you for your interest in the eBay Developers Program, which allows you to build applications that use content from and interact with eBay-branded marketplaces around the world. Because we are committed to protecting our users and our sites and services, we require you to abide by the following terms governing your participation in the eBay Developers Program and your use of the eBay API, this eBay Developers Program & API License Agreement (“**Agreement**”). **IF YOU DISAGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, EBAY DOES NOT GRANT YOU A LICENSE TO USE THE DEVELOPERS PROGRAM TOOLS OR THE API.** If you reside in the United States, your contract is with eBay Inc. If you reside outside of the United States, your contract is with eBay International AG. By accepting this Agreement, you are representing and warranting that you have the authority to bind the party being issued an Access Key (defined below) and you and that party are collectively referred to as “**you**” or “**your**” in this Agreement.

### 1 DEFINITIONS

**1.1 Access Keys** means the confidential security keys provided by eBay to you for your use of the API, including the developer ID, certificate ID, and application ID.

**1.2 Application** means the software application, website or other interface that you develop, own or operate to interact with the API.

**1.3 Developers Program Tools** means the eBay Application Programming Interface (API) and all other tools and information made available to you at developers.ebay.com and other related eBay Developers Program sites.

**1.4 eBay Content** means all of the information stored in and retrieved from eBay databases. eBay Content does not include information that you obtain independent of eBay and the API.

**1.5 eBay Site** means any one or all of the following: [www.ebay.com](http://www.ebay.com) and all international versions of [www.ebay.com](http://www.ebay.com) that are owned, operated, and controlled by eBay Inc. or its subsidiaries (for example, [www.ebay.de](http://www.ebay.de), [www.ebay.co.uk](http://www.ebay.co.uk), etc.).

**1.6 eBay User** means any person who accesses any page on any eBay Site.

**1.7 eBay User Agreement** means the terms and policies on which eBay offers its services to eBay Users, currently available through links on the homepages of eBay Sites and incorporated herein by this reference.

**1.8 Your Users** means end-users of your Application, your service providers, and anyone who sublicenses your Application.

### 2 DEVELOPERS PROGRAM CONDITIONS

**2.1 Participation in the Developers Program.** The eBay Developers Program is a set of APIs and tools that allows you to create Applications to access and/or interact with eBay, Content, eBay Sites and services. Participation in the Developers Program gives you access to eBay’s Developers Program Tools. These tools allow you to access eBay-branded sites and services and eBay Content, to develop Applications that integrate with or facilitate the use of eBay’s sites and services.

**2.1.1 Permitted Uses.** Your use of the eBay Developer Program Tools is permitted only for the purpose of facilitating your own or Your Users’ use of eBay’s sites and services. Examples of permitted uses of the tools would be to create Applications that:

- promote eBay by displaying eBay listings in your Application (for example, widgets and search tools)
- allow eBay Users to search for and browse eBay listings with customized interfaces
- allow eBay Users to bid on or buy items in eBay listings
- allow eBay Users to administer My eBay (for example, change contact details or administer My Messages)
- notify eBay Users when they are outbid or won an item
- allow eBay Users to list items and manage their listings (for example, dashboards that track activity, payments, transactions or feedback)
- allow eBay Users to manage inventory, billing and customer service for their buyers
- integrate inventory management systems, customer-relationship management software and other seller functionality with eBay’s services

- if expressly authorized by eBay in writing, enable research in anonymized historical data

**2.1.2 Application Guidelines.** You may develop, display or distribute Applications that interact with the API. You agree that you are solely responsible for the Applications that you develop and Applications must comply with the requirements available at <http://developer.ebay.com/support/certification/>, incorporated herein by this reference.

## 2.2 API License

**2.2.1 Using the API.** As part of your participation in the Developers Program and subject to this Agreement, eBay grants you a non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted herein) license to use the API solely to do the following and subject to the restrictions set forth in this Agreement:

2.2.1.1 Enable your Application to interact with eBay's databases (for example, the eBay public database and the eBay Sandbox) to retrieve information necessary to facilitate your own or Your Users use of eBay Sites and services through your Application;

2.2.1.2 Make limited intermediate copies of eBay Content only as necessary to perform an activity permitted under this Agreement. You will delete all intermediate copies when they are no longer required for the purpose for which they were created;

2.2.1.3 Rearrange or reorganize eBay Content within your Application;

2.2.1.4 Display eBay Content consistent with this Agreement and the API Logo Usage Requirements (defined in Section 2.3); and

2.2.1.5 Use, display or modify eBay Content as expressly authorized by an authenticated eBay User.

**2.2.2 Access Keys.** eBay will provide you with Access Keys that permit you to access eBay's databases. The Access Keys are the property of eBay and may be revoked if you share them with any third party (other than as allowed under this Agreement), if they are compromised, if you violate any term of this Agreement, or if eBay terminates this Agreement.

**2.2.3 API Call Limitations.** The number of API calls you will be permitted to make during any given period may be limited. eBay will determine call limits based on various factors, including the ways your Application may be used or the anticipated volume of use associated with your Application. eBay may, in its sole discretion, charge you for API calls that exceed the call limits or terminate your access to the API in accordance with Section 14.2. Unused API calls will not roll over to the next day or month, as applicable.

**2.3 Developers Program Logos.** eBay grants you a non-exclusive license to display certain logos as set forth in the "API Logo Usage Requirements" available at <https://developer.ebay.com/join/licenses/apilogousage>, incorporated herein by this reference. You must display logos in accordance with the API Logo Usage Requirements. eBay has final approval over the placement of API logos on your Application and may terminate this trademark license at any time for any reason and you must remove the logo(s) immediately. eBay may update the API logos from time to time, and you will display the current logo.

**2.4 Certification.** In its discretion, eBay may require or offer Certification for certain Applications. Certification will consist of confirmation by eBay or an independent third party it designates that your Application's technology complies with a particular set of eBay's guidelines. You will be responsible for all costs associated with Certification and any modifications necessary to meet the Certification criteria and you will not be permitted to access the public database in certain cases until Certification is complete. Future modifications of your Application or your use or display of the eBay Content are subject to re-Certification, if applicable. If eBay requires Certification, failure by you to maintain Certification is cause for immediate termination of this Agreement.

## 3 EBAY CONTENT

**3.1 Using and Displaying eBay Content.** Display of eBay Content is permitted only within your Application. You may use and display eBay Content only in accordance with the following guidelines:

**3.1.1 Authentication.** If your Application will enable Your Users to interact with eBay Sites and services in a way that requires sign-in to their eBay accounts (for example, bidding, buying, listing or access to My eBay), you may provide this access only after "Authentication" which occurs when

an eBay User grants the Application access to that eBay User's eBay Content via an eBay-controlled sign-in and consent page.

**3.1.2 Public Display.** You may display eBay Content that any eBay User makes publicly available on the eBay Site to everyone during the time that such eBay Content is publicly available to promote eBay and enable Your Users to search and browse listings ("**Public Display**"). When the eBay Content is no longer publicly available, you must delete it from your Application. For example, when an eBay User ID is publicly available in connection with a listing on the eBay Site, you may display the eBay User ID through your Application; but if and when that eBay User ID is no longer viewable in connection with the listing or is otherwise anonymized, you may no longer display the eBay User ID in a Public Display of the listing.

3.1.2.1 eBay Content in a Public Display may not be co-mingled or combined with the content of any third party. All eBay Content must be segregated from non-eBay content (for example, third-party listings or other non-eBay information) and visually separated from non-eBay Content (for example, with lines or color changes).

3.1.2.2 eBay Content that is available only to a registered eBay User after signing in to eBay account may only be displayed to that user after Authentication. Such eBay Content may not be used for Public Display without the explicit consent of the data subject.

**3.1.3 Age of Listings.** Displayed item listing information may not be more than six hours older than information displayed on the eBay Site, and other eBay Content must be no more than twenty-four hours older than content displayed on the eBay Site. If your displayed item listing is not as current as the listing on the eBay Site, you will disclose on your Application how much older your displayed item listing is than the same listing on eBay.

#### **3.1.4 Derivative Information.**

3.1.4.1 You must have eBay's express written permission to use or display eBay Content in any way that enables derivation of any of the following information:

3.1.4.1.1 Any site-wide statistics across eBay Sites or within any eBay Site;

3.1.4.1.2 Take-up rates for enhanced listings (for example, gallery, featured, category featured, etc.);

3.1.4.1.3 The gross merchandise sales of any eBay Sites or services, or other statistics relating to the performance (financial or otherwise) of any eBay Site or service; or

3.1.4.1.4 Average selling price or gross merchandise sold for any eBay category.

3.1.4.2 You must have eBay's express written permission to use or display eBay Content in any way that enables derivation of the following information (other than an Authenticated eBay User's access to his or her own information):

3.1.4.2.1 Information relating to specific eBay Users or types of eBay Users;

3.1.4.2.2 Conversion, completion or success rates; or

3.1.4.2.3 Reserve auction information.

**3.1.5 Framed Content.** Unless expressly permitted by eBay, you will not frame (divide the browser display area into separate sections, each of which constitutes a different web page) any web page served by eBay servers.

**3.1.6 eBay Listings.** If your application will display eBay listings for buyers to bid on or purchase, your application must display at a minimum all information that is legally required under applicable laws and regulations.

### **3.2 Protecting User Privacy**

**3.2.1 Collecting and Using Personal Information.** Your participation in the Developers Program and your use of the Developers Program Tools may allow you to collect Personal Information from and about eBay Users. "**Personal Information**" is any information pertaining to a directly or indirectly identifiable individual. It may include information that you collect directly from users in connection with your Application and information that is included in the eBay Content, or

that you otherwise receive from eBay, about Your Users or other eBay Users and their trading activities.

3.2.1.1 You will delete Personal Information when it is no longer necessary for your performance of the Agreement or when you cease to participate in the Developers Program. This provision does not apply to information you collect directly from Your Users, unrelated to the eBay site and services.

3.2.1.2 You will not under any circumstances collect or store eBay User IDs and passwords.

**3.2.2 Compliance with Privacy Laws.** At all times, your Application and your use of the Developers Program Tools and eBay Content will comply with all applicable laws, regulations and best practices concerning privacy, data protection and on demand or downloadable software.

**3.2.3 Information About Your Users.** You may receive Personal Information about Your Users, either directly from Your Users or from eBay after Authentication. Your collection and use of that information will be only as authorized by Your Users and will comply with your privacy policy. Your privacy policy and your privacy practices will comply with applicable laws. If you choose not to have your own privacy policy, you must comply with the **eBay Privacy Policy**, currently available through links on the homepages of eBay Sites and incorporated herein by this reference.

**3.2.4 Information About Other eBay Users.** You may receive information about eBay Users, who may or may not be Your Users, that is either publicly available from eBay or that is provided by eBay after Authentication about Your Users' transaction partners ("**Other User Information**"). Any Other User Information eBay provides to you will be limited to information reasonably necessary to perform activities permitted under this Agreement.

3.2.4.1 **Using Other User Information.** You will not collect, store, use or disclose Other User Information for any purpose other than facilitating the use of eBay's sites and services as permitted under this Agreement.

3.2.4.2 **eBay Privacy Policy.** Your use of Other User Information will comply with the eBay Privacy Policy.

3.2.4.3 **Public Information.** You may engage in the Public Display of Other User Information (for example, eBay listings) only in accordance with Section 3.1.2. You may not display any other Personal Information to the public without the explicit consent of the data subject.

3.2.4.4 **eBay Sandbox.** You may use information made available in the eBay Sandbox (eBay's test database) only to develop and test your Application in the Sandbox, and you will delete it immediately after using it in this way.

**3.2.5 Communication.** You will not use Personal Information from Your Users or from eBay Users that you received from eBay to send or enable sending of unsolicited communications of any type. You may communicate with Your Users, or send communications initiated by and on behalf of Your Users to other eBay Users, to facilitate an eBay transaction. You may also send communications that users have explicitly consented to receive.

#### **4 RESTRICTED ACTIVITIES**

You may not use or access (nor facilitate or enable others to use or access) the Developers Program Tools or eBay Content in any way not expressly permitted under this Agreement. For example, you will not and you will not facilitate or enable others to:

**4.1** Distribute, publish, or allow access or linking to the API or eBay Content from any location or source other than your Application.

**4.2** Enable or permit the disclosure of eBay Content other than as authorized under this Agreement.

**4.3** Use the eBay Content to establish eBay User identities or user profiles.

**4.4** Commercialize (that is, sell, rent, trade or lease), copy or store the eBay Content, other than for the intermediate purposes allowed by this Agreement;

**4.5** Use, copy, distribute or modify the API or eBay Content in any "service bureau" or "timesharing" business;

- 4.6** Enable eBay Users to set or change eBay User preferences, registration preferences or privacy preferences with your Application. This prohibition does not apply to listing preferences, item cross-promotion preferences or preferences that customize end-of-auction emails.
- 4.7** Collect Personal Information (defined in Section 3.2.1) of any eBay User other than as provided in this Agreement.
- 4.8** Modify, decompile, reverse engineer or otherwise alter the Developers Program Tools, API or eBay Content.
- 4.9** Use robots, spyders, scraping or other technology to access or use eBay Content or any eBay Sites or services to obtain any information beyond what eBay provides to you under this Agreement.
- 4.10** Knowingly create an Application that may be used to violate the eBay User Agreement or any other eBay policy or applicable law.
- 4.11** Use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any part of the [eBay Developer Documentation](http://developer.ebay.com/support/docs/), available at <http://developer.ebay.com/support/docs/>, incorporated herein by this reference.
- 4.12** Have your Application or your use of eBay Content or any of the Developers Program Tools: (i) be false, inaccurate or misleading; (ii) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (iii) violate any law, statute, ordinance, contract, regulation or generally accepted practice in all relevant jurisdictions (including without limitation those governing trade and export, financial services, consumer protection, unfair competition, antidiscrimination or false advertising); (iv) be defamatory, trade libelous, threatening or harassing; (v) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; or (vi) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;
- 4.13** Provide any data or information to eBay unless you represent and warrant that it is accurate and you have all rights necessary to provide such data or information to eBay, and for eBay to use it.

## 5 EBAY POLICIES

You and your Application will comply with the eBay User Agreement and all applicable eBay Site policies. In the event of a conflict between this Agreement and the eBay User Agreement regarding your use of the API, this Agreement will control. If you are participating in an eBay affiliate program or any other eBay program, you are subject to and must comply with the applicable terms (for example, participation in the eBay Partner Network is subject to the terms available at <https://publisher.ebaypartnernetwork.com/PublisherRegPSA>).

## 6 MODIFICATIONS

**6.1 Modification of the API, Sites and Services.** eBay may modify the Developers Program Tools, permitted API calls, its databases, the permitted uses under this Agreement, any eBay Site or service, or any of the benefits and/or features provided in connection with your use of the API at any time with or without notice to you. Modifications may affect your Application and may require you to make changes to your Application at your own cost to continue to be compatible with or interface with the API or eBay Sites or services.

**6.2 Modification of this Agreement.** eBay may from time to time change the terms of this Agreement. We will post the amended terms on <http://developer.ebay.com/> and we may also send you a notice about the amended terms via email. Except where stated otherwise herein, all amended terms will be effective thirty days after they are posted or emailed to you. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT BY SENDING A TERMINATION NOTICE TO [developer.relations@ebay.com](mailto:developer.relations@ebay.com) (“AMENDMENT TERMINATION NOTICE”) BEFORE THE EFFECTIVE DATE OF THE AMENDMENT(S).** The amendment termination notice will be effective on the date it is received by eBay. The most current version of the agreement will be available on [http://developer.ebay.com](http://developer.ebay.com/) and will supersede all previous versions of the agreement. **YOUR USE OF THE DEVELOPER PROGRAM TOOLS OR API AFTER THE DATE ON WHICH CHANGES BECOME EFFECTIVE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.**

## 7 MONITORING AND ENFORCEMENT

**7.1 Right to Monitor and Audit.** You agree that eBay may monitor or audit your Application or activities relating to your use of Developers Program Tools. You will not seek to block or otherwise interfere with the monitoring or audit, and eBay may use technical means to overcome any methods you may use to block or interfere with such monitoring. Audits may include requests for documents and information and visits to your facilities. Your failure to reasonably comply with eBay's efforts to audit your compliance with this Agreement shall constitute a material breach of this Agreement.

**7.2 Remedy for Breach.** If eBay, in its sole discretion, believes that you or your service providers have breached this Agreement, or that you or your service providers have engaged in fraudulent activity, eBay may take any and all steps it deems appropriate, including issuing a warning, conducting an investigation, or suspending your API license.

**7.3 Corrective Action.** In addition to any other available remedies, eBay may, at its sole discretion, seek specific performance, injunctive relief or attorneys' fees. eBay reserves the right to take other corrective action as eBay sees fit in the event that eBay receives complaints from eBay Users about your Application or your actions.

## 8 OWNERSHIP AND LICENSING

**8.1 Ownership.** As between eBay and you: (i) eBay retains all rights, title and interest in and to all intellectual property rights embodied in or associated with the Developers Program Tools, eBay Content, eBay Site, any and all eBay services, and any content eBay created or derived therefrom; and (ii) you retain all rights, title and interest in and to all intellectual property rights embodied in or associated with your Application, excluding the aforementioned rights in this Section 8.1(i) above owned by or licensed to eBay. There are no implied licenses under this Agreement, and any rights not expressly granted to you hereunder are reserved by eBay or its suppliers. You will not take any action inconsistent with eBay's ownership of the Developers Program Tools, eBay Site, and/or eBay Content. Neither party will exceed the scope of the licenses granted hereunder.

**8.2 License.** You agree that eBay, in its sole discretion, may use your trade names, trademarks, service marks, logos, and domain names for the purpose of advertising or publicizing your use of the API. If you submit an Application for inclusion on an eBay Site or to be hosted by eBay, you direct and authorize eBay and its affiliates to host, link to, and otherwise incorporate the Application into eBay services and to carry out any copying, modification, distribution, internal testing, or other processes eBay deems necessary.

**8.3 Competitive or Similar Materials.** In no event will eBay be precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketing and distributing, materials which are competitive with your Application or other products or services provided by you, irrespective of their similarity to your current products or products that you may develop.

## 9 WORKING WITH THIRD PARTIES

**9.1 Service Providers.** You may work with service providers as necessary to facilitate your performance under this Agreement only if you subject your service providers to all of the conditions and restrictions of this Agreement. You acknowledge and agree that any act or omission by your service provider(s) amounting to a breach of this Agreement will be deemed a breach by you.

**9.2 Sublicensing.** Except as set forth in this Section 9, all license rights (under any applicable intellectual property right) granted to you by eBay are not sublicenseable, transferable or assignable. You may sublicense your right to display the eBay Content and the API Logos to Your Users solely to enable them to display eBay Content and the API Logos on their computer screens or websites through your Application; provided that:

**9.2.1** You will not disclose your Access Keys to Your Users.

**9.2.2** All calls initiated by Your Users will be made through your Access Keys.

**9.2.3** All API calls initiated by Your Users will count towards the maximum number of calls (if any) permitted under the API licensing.

**9.2.4** All fees due (if any) for all API calls initiated by Your Users will be paid by you.

**9.2.5** Your Users will have no programmatic control over the API.

**9.2.6** You will enter into a binding agreement with each of Your Users that includes the following terms:

9.2.6.1 It will bind Your Users to this Agreement (excluding the right to sublicense and indemnification obligations).

9.2.6.2 It will require Your Users to acknowledge eBay Inc.'s rights in the Developers Program intellectual property as laid out in this Agreement

9.2.6.3 It will make eBay a third-party beneficiary to your agreement

9.2.6.4 It will make the sublicense terminable at any time.

**9.3 Breach by Your Users.** As a third-party beneficiary to all sublicenses pursuant to this Agreement, eBay will have the right, in its sole discretion, to directly enforce any term of the sublicense agreement against Your Users, including termination. You acknowledge and agree that any act or omission by Your User(s) amounting to a breach of this Agreement will be deemed a breach by you.

## **10 FEES AND PAYMENTS**

**10.1 Fees.** You agree to pay any fees charged under this Agreement, as described on the Member Benefits and Fees page, available at <http://developer.ebay.com/join/pricing/> (incorporated herein by this reference), which we may change from time to time. Changes to the fees are ordinarily effective thirty days after posting to developers.ebay.com. We may choose to temporarily change our fees for promotional events; those changes are effective when we post the promotional event at developers.ebay.com. If we introduce a new API service or feature, the fees for that service or feature, if any, are effective at the launch of the service or feature. Usage fees, if any, will be invoiced on a monthly basis for activity from the previous calendar month. In addition to the API fees, you will be responsible for all other fees associated with use of any eBay Site or service. All fees made by you under this Agreement will exclude, and you will pay, any taxes associated with such fees, your Application, or this Agreement.

**10.2 Payments.** All fees are due and payable within thirty days of the invoice date; eBay may terminate this Agreement without notice to you if you fail to pay. All payments are non-refundable, whether or not you use the service purchased.

## **11 AVAILABILITY, SECURITY AND STABILITY**

eBay makes no guarantees with respect to the availability or uptime of any Developers Program Tools, eBay Sites or services. eBay may conduct maintenance on or stop providing any the Developers Program Tools, or its sites or services, at any time with or without notice to you. eBay may change the method of access to the Developers Program Tools at any time.

It is in the best interests of both parties that eBay maintain a secure and stable environment. In the event of degradation or instability of eBay's system or an emergency, eBay may, in its sole discretion, temporarily suspend your access to the Developers Program Tools or eBay's sites and services under this Agreement. Your continued access to the Developers Program Tools and eBay Content is subject to your compliance with the API Security Standards in Exhibit A, incorporated herein by this reference.

## **12 DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY**

**SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU AND EBAY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

**EXCEPT AS EXPRESSLY STATED HEREIN, EBAY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EBAY DOES NOT REPRESENT OR WARRANT THAT ANY EBAY SITE, SERVICES, OR DEVELOPERS PROGRAM TOOLS WILL OPERATE SECURELY OR WITHOUT INTERRUPTION. ALL LOGOS, PRODUCTS AND SERVICES PROVIDED BY EBAY HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE." YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED**

INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. EBAY WILL HAVE NO DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER LIABILITY WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN THE EVENT THAT THE ABOVE IS NOT ENFORCEABLE, EBAY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AMOUNTS PAID OR PAYABLE TO EBAY BY YOU FOR THE DEVELOPERS PROGRAM TOOLS IN THE MONTH PRECEDING THE CLAIM. IN THE EVENT THAT THE FORMER LIMITATION OF LIABILITY IS HELD UNENFORCEABLE BY A COMPETENT COURT, EBAY'S AGGREGATE LIABILITY IS IN ANY CASE LIMITED TO \$25,000 PER EVENT, A SERIES OF EVENTS BEING CONSIDERED AS ONE SINGLE EVENT.

### 13 INDEMNIFICATION

You will indemnify, defend and hold eBay, its employees, agents, consultants, subsidiaries, partners, affiliates, and licensors harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) (collectively, "**Claims**") that may arise from or are related to (i) use of the Developers Program Tools; or (ii) the development, maintenance, use and contents of your Application, including but not limited to any infringement of any third-party proprietary rights. At eBay's option, you will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, eBay may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, you will not settle any such Claim without eBay's prior written consent).

### 14 TERM AND TERMINATION

**14.1 Term.** The term of this Agreement will begin on the date on which you fully complete and successfully submit the Developers Program online membership form and accept this Agreement online as reflected in eBay's records. It will continue until terminated in accordance with this Agreement.

**14.2 Termination.** This Agreement will terminate automatically without notice if you fail to comply with any of its terms. The license that is granted hereunder is dependent on your compliance with this agreement and terminates automatically if you fail to comply with the terms. **EBAY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT OR SUSPEND OR DISCONTINUE YOUR ACCESS TO THE API, OR ANY PORTION OR FEATURE THEREOF, FOR ANY OR NO REASON AND AT ANY TIME WITH OR WITHOUT NOTICE TO YOU AND WITHOUT LIABILITY TO YOU.**

**14.3** If you wish to terminate this Agreement, you must email a termination notice to developer.relations@ebay.com; any other methods used by you to terminate the Agreement will be void and will not result in a termination. Your termination notice will be effective when it is received by eBay.

**14.4 Effect of Termination.** Upon the termination of this Agreement, your Access Keys will be revoked, all licenses granted hereunder will terminate, and you will pay all past-due fees. You will destroy all your intermediate copies of eBay Content and Personal Information (defined in Section 3.2.1) within ten days of termination and provide written proof of destruction to eBay upon request.

**14.5 Survival.** The following Sections will survive any termination of this Agreement: [1] Definitions, [3] eBay Content, [4] Restricted Activities, [5] eBay Policies, [8.1] Ownership and Licensing, [10] Fees and Payments, [12] Disclaimer of Warranties & Limitation of Liability, [13] Indemnification, [14.4] Effect of Termination, [15] Confidentiality, [16] Publicity, [17] Miscellaneous.

### 15 CONFIDENTIALITY

"**Confidential Information**" will include all information provided by eBay to you under this Agreement, including without limitation, Developers Program Tools, eBay Content, and Access Keys. You will not use or disclose Confidential Information other than as required to perform under and permitted by this Agreement. Your confidentiality obligations will survive the termination of this Agreement for three years. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that eBay will be entitled (without waiving any other rights or remedies) to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond. Any information provided by you to eBay hereunder is considered by eBay to be non-confidential. eBay has no duty, express or implied, to pay any compensation for the disclosure or use of any such information provided by you to eBay. You acknowledge and agree that any information you

provide to eBay is solely to consider a business relationship under this Agreement and you have no expectation of payment.

## **16 PUBLICITY**

You will not make any public statement regarding this Agreement, the terms of this Agreement, any aspect thereof, the Developers Program Tools, or the eBay eBay Developers Program without eBay's prior written approval which may be withheld in eBay's sole discretion. You permit eBay to make public statements about your use of the Developers Program Tools or participation in the eBay Developers Program.

## **17 LAW AND VENUE**

This Agreement will be construed as if both parties jointly wrote it, governed by California law except for its conflicts of laws principles, and any cause of action arising under or relating to this Agreement must be brought exclusively in a court in Santa Clara County, California. However, this will not affect your statutory rights if you are a consumer and the competent court determines that applicable consumer law requires application of another law (such as the law of your country of residence).

## **18 MISCELLANEOUS**

You acknowledge and agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and any conflicting or additional terms contained in other documents or oral discussions are void. You may grant approvals, permissions and consents to eBay by email, but any modifications by you to this Agreement must be made in a writing (not including email) executed by both parties. eBay may refuse to execute any such writings in eBay's sole discretion. Any notices to eBay must be sent to our corporate headquarters address as set forth on our website via first class or air mail or overnight courier, and is deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention, and remaining provisions of the Agreement will remain in full effect. Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, your consent shall not be required for eBay's assignment or transfer (1) due to operation of law, or (2) to an entity that acquires substantially all of eBay's stock, assets or business, or (3) to a related entity (e.g., parent or subsidiary of parent). You and eBay are not legal partners or agents, but are independent contractors. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

**Exhibit A**  
**API Security Standards**

You will comply with the following API Security Standards (“Security Standards”):

**1. Security Audits**

**1.1 Audit.** eBay reserves the right to periodically audit the Systems to ensure compliance with the requirements of this Exhibit. Non-intrusive network and application security scans may be performed randomly without prior notice.

**1.2 Audit After a Security Breach Incident.** For purposes of these Security Standards, a “Security Breach” is defined as a breach of security of your facility, systems or site where eBay Content or eBay User Data has been acquired by an unauthorized person. In the event of a Security Breach, eBay may suspend or terminate your access to the API and eBay Content and eBay may conduct a security audit.

**1.3 eBay Results and your Response.** eBay will provide you with detailed results of any security audit performed by eBay pursuant to these Security Standards. You will be granted thirty (30) days to resolve any issues eBay has identified through a security audit. Should you fail to resolve such identified issues, eBay may immediately suspend or terminate your access to the API and eBay Content without notice to you.

**2. Security Incidents and Response**

**2.1 Notification and Timing.** Notwithstanding any other legal obligations you may have, you agree to immediately notify eBay in writing upon your discovery of a Security Breach. You agree to use commercially reasonable efforts to notify eBay of your detection of a Security Breach no more than twenty-four (24) hours after detection of a Security Breach. Notwithstanding the foregoing, under no circumstances will more than two (2) days pass between your detection of a Security Breach and eBay being notified.

**2.2 Notification Format.** Your notification of a Security Breach in accordance with the requirements set forth above will take the form of an email to [privacybreach@ebay.com](mailto:privacybreach@ebay.com). Such notification email will include: a problem statement, expected resolution time (if known), and the name and phone number of your representative that eBay can contact to obtain incident updates.

**3. Security Precautions: Best Practices.** You agree to adhere at all times to reasonable security practices, as specified in current industry literature on topics relevant to your interaction with eBay. In the event such best practices conflict with these Security Standards, you will comply with these Security Standards.

**4. Data Security: Data Storage.** You agree to maintain reasonable safeguards to protect the security of the following information, whether provided by an eBay User to you or obtained from eBay through the API:

- a. eBay User Email Addresses
- b. Auth&Auth Tokens
- c. eBay User ID (includes API Developer ID, Application ID, and Certificate ID)
- d. Any other eBay User data

At no time will you collect or store eBay User passwords, credit card numbers, financial information, Social Security Numbers, Driver's License numbers, or State Identification Card numbers, in any form. eBay User IDs used to authenticate access to the API must be kept secret and confidential and under no circumstances be exposed to the public. If eBay believes that eBay User IDs have been compromised, eBay reserves the right to immediately terminate access and issue a new eBay User ID to you.