

API LICENSE AGREEMENT

THE FOLLOWING DESCRIBES THE TERMS ON WHICH EBAY OFFERS YOU A LICENSE TO USE EBAY'S APPLICATION PROGRAMMING INTERFACE ("API"). IF YOU DISAGREE WITH ANY OF THE TERMS OF THIS API LICENSE AGREEMENT ("AGREEMENT"), EBAY DOES NOT GRANT YOU A LICENSE TO USE THE API.

eBay reserves the right to update and change, from time to time, the terms of this Agreement by posting the amended terms on the Developers Site (defined below). Except as stated below, all amended terms shall be effective thirty (30) days after they are initially posted on the Developers Site. Use of the API after the date on which such changes become effective shall constitute your acceptance of such changes. We strongly recommend that, as you read this Agreement, you also access and read the information contained in the other pages and websites referred to in this document as they are part of this Agreement.

Please note, the party you are contracting with is eBay International A.G. eBay Inc. and eBay International AG shall collectively be referred to herein as "eBay". By accepting this Agreement, you are representing that you have the authority to bind the party being issued a Developer ID (defined below) for the API (you and that party collectively referred to as "You" or "Your"). In exchange for use of and access to the API and its specifications you agree to be bound by the terms of this Agreement.

1. Definitions.

1.1 "Agreement" means this API license agreement and all other documents, agreements and policies that are incorporated into this Agreement by reference.

1.2 "API" means eBay's application programming interface in the form provided by eBay to API licensees to enable such licensees to interface with eBay's Databases through software applications.

1.3 "API Compatible Application Logo" means a button provided by eBay designating Your Application as having completed Certification. eBay may update the API Compatible Application Logo from time to time and you shall display the then-current logo in accordance with this Agreement.

1.4 "API Content Logo" means a button provided by eBay that (i) designates the eBay Content as originating from eBay and (ii) shall link to a page on eBay that explains the API program. eBay may update the API Content Logo from time to time and you shall display the then-current logo in accordance with this Agreement.

1.5 "API Logos" collectively means the API Compatible Application Logo and the API Content Logo.

1.6 "API Logo Usage Requirements" means eBay's API Logo Usage Requirements available at <http://developer.ebay.com/join/licenses/apilogousage>, as such requirements may be updated from time to time by eBay by posting updated requirements on the Developers Site. Such updated API Logo Usage Requirements will be effective thirty (30) days after they are posted. The API Logo Usage Requirements are hereby incorporated herein by reference.

1.7 "Certification" means confirmation by eBay or an independent third party designated by eBay that Your Application's technology complies with eBay's then-current security and stability guidelines.

1.8 "Customer Information" means any eBay User information that You collect directly from users of Your Application or Your Site independent of eBay.

1.9 "Databases" collectively means the Sandbox and the Public Database.

1.10 “Developer ID(s)” means the confidential security keys which (i) eBay will provide to You, (ii) will be specific to Your use of the API and (iii) will consist of the developer ID, certificate ID, and application ID (individually, each a “Developer ID”).

1.11 “Developers Site” means the eBay developer web site currently located at developer.ebay.com.

1.12 “eBay Content” means all of the information stored in and/or retrieved from the Databases. eBay Content shall not include information that You obtain independent of eBay and the API.

1.13 “eBay Site” shall mean www.ebay.co.uk and all other web sites that are owned or operated by eBay or any of its affiliates or subsidiaries.

1.14 “eBay User” means any person or party who accesses any page on any eBay Site.

1.15 “eBay User Data” means any eBay User or customer information that is included in the eBay Content, or that You receive from eBay, regarding eBay Users or their trading activities.

1.16 “Permitted Use” has the meaning given to it in Section 2.1.

1.17 “Platform Notification Functionality” means the functionality that may be provided by eBay that provides notification of certain www.ebay.co.uk transaction details.

1.18 “Private Display” means the display to an eBay User of eBay Content that is particular to such eBay User and related solely to such eBay User’s activities on www.ebay.co.uk.

1.19 “Public Database” means the www.ebay.co.uk public database.

1.20 “Public Display” means the display of eBay Content to anyone other than the owner, originator, creator, or developer of such eBay Content.

1.21 “Sandbox” means eBay’s non-public simulated database.

1.22 “SDK” means eBay’s downloadable package of libraries, applications and documentation that may be provided by eBay which You may use in connection with the integration of Your Application with the API.

1.23 “Sublicensees” means end-users of Your Application.

1.24 “Third Party Service Provider” means any third party service provider who is needed by You to undertake any Acceptable Use and who shall be subject to all restrictions set forth herein.

1.25 “Your Application” means the software application that is owned, operated and developed by You to interact with the API.

1.26 “Your Site” means a web site that is owned and operated by You.

2. License and Restrictions.

2.1 API License. Subject to the terms and conditions of this Agreement, eBay hereby grants You a non-exclusive, non-transferable, non-sublicenseable (except as set forth in Section 4.2 below) license to use the API and the eBay Content solely in accordance with this Agreement.

Your use of the API will be restricted to the Sandbox until Your Application has been certified in accordance with this Agreement, at which point You may use the API to access the www.ebay.co.uk public API database.

You may do the following under this Agreement:

- (a)** Enable Your Application to interact with the Databases and retrieve therefrom information necessary to facilitate the Permitted Use (e.g., list items on, and pull eBay Content from, www.ebay.co.uk);
- (b)** Make limited intermediate copies of the eBay Content (e.g., high bidder information) only as necessary to perform an activity permitted under this Agreement;
- (c)** Modify (solely in order to rearrange or reorganize) the eBay Content within Your Application; and
- (d)** Display eBay Content in accordance with this Agreement and the API Logo Usage Requirements.

You may engage in the activities permitted under subsections (a)-(d) above solely in connection with Your use of www.ebay.co.uk and/or to facilitate the use of www.ebay.co.uk by third parties through Your Application in accordance with this Agreement ("Permitted Use"). eBay shall provide You with the Developer IDs which shall permit You to access the Databases. The Developer IDs are the property of eBay and may be immediately revoked or terminated by eBay if You share the same with any third party (other than Third Party Service Providers in accordance with this Agreement), if compromised by a third party, or if You use or access the API, eBay Content, or the Databases in any way not expressly permitted or granted under this Agreement.

EBAY reserves the right to modify, change, update and/or enhance the API, permitted API calls, the Databases, the Permitted Use and/or any eBay Site (each a "Modification"; collectively, "Modifications") at any time with or without notice to You in eBay's sole and exclusive discretion. YOU acknowledge and agree that such Modifications may affect Your Application and/or Your Site and may require you to make changes to Your Application and/or Your Site at Your cost to enable Your Application and/or Your Site to continue to be compatible with, and/or interface with, the API, Databases or the eBay Site. Without limiting Section 11 ("Disclaimer of Other Warranties and Limitation of Liability") below, eBay shall not be liable for any costs incurred by You, lost profits or damages of any kind arising out of or in connection with any Modification.

2.2 General License Conditions and Restrictions.

- (a)** You shall not use the API, the Databases, or the eBay Content in any way not expressly permitted or granted under this Agreement;
- (b)** During the term of this Agreement and following its expiration or early termination, You shall not use (or facilitate use of) any alternative means such as robots, spyders, scraping or other technology to access, query, or use any eBay Site, the Databases, or eBay Content to obtain any information, other than as provided by eBay to You pursuant to this Agreement;
- (c)** You shall not distribute, publish, facilitate, enable or allow access or linking to the eBay Content or Database from any location or source other than Your Application or Your Site through Your Application;
- (d)** You shall not provide eBay Content to any third parties not expressly authorized by this Agreement and You shall not permit or enable third parties to copy or obtain eBay Content from Your Application or Your Site in any unauthorized manner including, but not limited to, the use of using robots, spyders, scraping or any other technology;
- (e)** You shall not use the API, Databases, or eBay Content, or permit the same to be used in any manner, whether directly or indirectly, that would permit the disclosure of the API, Databases, or the eBay Content (other than eBay Content authorized to be displayed in accordance with this Agreement);

(f) You shall not copy, distribute, reproduce, or modify or use the API, eBay Content, or Databases in any "service bureau" or "timesharing" business;

(g) You shall not collect personally identifiable information of any eBay User without that user's express permission;

(h) You shall not modify, decompile or otherwise alter the API or the Databases;

(i) You shall not commercialize (i.e., sell, rent, or lease), copy, store or cache the eBay Content, other than for the intermediate purposes allowed by this Agreement;

(j) Your Application and your use of the API, eBay Content and Databases shall not: (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 or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (iv) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (v) 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 other personal information; or (vi) create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers;

(k) In the event eBay establishes API call volume limitations and You exceed such limitations, eBay may discontinue Your use of the API and/or charge You at the then-current rates for all API calls that exceed the limitations;

(l) In the event eBay provides You with access to the Platform Notification Functionality, YOU shall not use the Platform Notification Functionality for any purpose other than to enable You or Your customers to fulfill transactions on www.ebay.co.uk and You shall provide eBay with a functioning URL to receive notifications. You represent and warrant that You have all rights necessary to provide such URL to eBay, and for eBay to use the URL as provided herein. eBay may terminate Platform Notification Functionality at any time without notice to You. Platform Notification Functionality shall be eBay Content for the purposes of this Agreement;

(m) In the event eBay provides You with access to the SDK, You will be subject to the SDK License agreement accepted by You when you download the SDK. eBay may terminate the SDK at any time without notice to You;

(n) You shall not enable eBay Users to set eBay User preferences, registration preferences, and privacy preferences (but excluding listing preferences, item cross-promotion preferences, and end-of-auction-email-customization preferences) on or through Your Application or Your Site; and

(o) You shall not knowingly create a software application that may be used to violate the eBay User Agreement (defined below) or any other eBay Site policy.

2.3 Certification. Your use of the eBay Content outside the Sandbox is dependent upon Certification. You shall 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 until Certification is complete. Future modifications of Your Application or Your use or display of the eBay Content are subject to re-Certification. Failure by You to maintain Certification is cause for immediate termination of this Agreement.

2.4 Display of eBay Content. You may only display the eBay Content in accordance with the following guidelines:

(a) Prior to Certification, any and all display of eBay Content must be in the form of a Private Display;

(b) You shall not under any circumstances display or cause or enable another to display specific eBay User information in a Public Display;

(c) Any permitted Public Display of eBay Content must occur within Your Application and/or on Your Site through Your Application;

(d) In Public Displays of eBay Content, You may not co-mingle, modify or display the eBay Content with the content of third parties. For purposes of this Agreement, this subsection shall mean that all eBay Content must be displayed within Your Application and on Your Site through Your Application, as applicable, such that the eBay Content is segregated from non-eBay content, and the eBay Content must be presented in such a way that the eBay Content is visually separate (as with lines or color changes) from non-eBay Content ("eBay Area"); and no third party listings, information or other content of any kind may be combined with eBay Content or displayed anywhere within the eBay Area;

(e) Displayed item listing information may not be more than six (6) hours older than such information is on www.ebay.co.uk, and other eBay Content must be no more than twenty-four (24) hours older than such eBay Content is on www.ebay.co.uk. In the event that the displayed item listing is not as current as www.ebay.co.uk, You shall disclose on Your Application and on Your Site, as applicable, how much older such displayed item listing is than the same listing on www.ebay.co.uk;

(f) You shall not use or display the eBay Content or the API in any form or manner that shall enable a third party to derive any of the following information:

- (1)** eBay site-wide statistics, or any other statistics relating to any eBay Site;
- (2)** Take-up rates for enhanced listings (e.g., gallery, featured, category featured, etc.);
- (3)** The gross merchandise sales of any eBay Site or other statistics relating to the performance (financial or otherwise) of any eBay Site; or
- (4)** Average selling price or gross merchandise sold for any eBay category.

(g) You shall not use or display the eBay Content or the API in any form or manner that shall enable a third party to derive any of the following information, except for Private Displays to You and/or end users of Your Application or Your Site, as applicable:

- (1)** Information relating to specific eBay Users or category/types of eBay Users;
- (2)** Conversion, completion or success rates; or
- (3)** Reserve auction information.

(h) You shall not profile the eBay Content for purposes of establishing eBay User identity(ies);

(i) YOU shall not frame (defined below) any web page served by eBay servers or on www.ebay.co.uk or any other eBay Site under any circumstances. "Frame" or "framing" means to divide the browser display area into separate sections, each of which constitutes a different web page.

2.5 eBay Buttons. In all Private Displays, You may display the API Compatible Application Logo. In all Public Displays, wherever eBay Content appears, You shall display the API Content Logo. eBay hereby grants You a non-exclusive license to display the API Logos solely as described herein. eBay shall retain final approval over the placement of each such API Logo on Your Application and Your Site, which such approval may be withheld in eBay's sole discretion. The API Logos must be displayed in accordance with the API Logo Usage Requirements.

3. User Data.

3.1 Collection Limitations. Any eBay User Data and Customer Information gathered by You and/or provided to You by eBay shall be limited to information reasonably necessary to perform Your obligations under this Agreement or activities permitted under this Agreement. You shall neither use or disclose, nor permit any third party to use or disclose (except Third Party Service Providers subject to the terms and conditions set forth herein) eBay User Data or Customer Information for any purpose other than in accordance with this Agreement. You shall not collect and/or store: (i) any information (whether automatically or manually) from eBay Users without their express permission and shall provide an opt-out method for all eBay Users desiring You to stop using such eBay User Data and Customer Information; (ii) eBay User IDs and passwords under any circumstances; or (iii) other data from eBay Users without disclosing through Your Application and on Your Site, as applicable, that such other information is communicated to eBay. You agree that You shall be liable and responsible to eBay for any breach of this section by any Third Party Service Provider.

3.2 Use of eBay User Data. You further agree that any use of eBay User Data that You obtain shall be only as authorized by this Agreement and subject to the then-current eBay User Agreement and Privacy Policy. Any eBay User information that is included in the Sandbox will be outdated and potentially inaccurate information and may not be used for any purpose other than to develop and test Your Application.

3.3 Use of Customer Information. You further agree that any use of Customer Information shall be only as authorized by the eBay User and subject to Your reasonable privacy policy; such privacy policy shall be adequately displayed throughout Your Application and Your Site and meet current industry standards.

3.4 Without limiting the foregoing, You shall not use the API, Databases, eBay Content, eBay User Data, or Customer Information to communicate with eBay Users or to send or facilitate the sending of unsolicited communications of any type, except to facilitate the close of a transaction on www.ebay.co.uk. You shall not solicit or facilitate the solicitation by any third party of eBay Users as a result of their status as eBay Users or members. Except as otherwise permitted herein, You shall not sell, rent, lease or otherwise disclose the eBay User Data or Customer Information.

4. Ownership; Sublicensing.

4.1 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 API, DataBases, eBay Content, eBay Site, and any and all eBay services and any content created or derived therefrom; and (ii) You and Your suppliers retain all rights, title and interest in and to all intellectual property rights embodied in or associated with Your Site and Your Application, excluding (i) above and any other intellectual property rights owned by 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 shall not take any action inconsistent with eBay's ownership of the API, Databases, and/or eBay Content. Neither party shall exceed the scope of the licenses granted hereunder.

4.2 Limits on Sublicensing. Except as set forth in this section, all license rights (under any applicable intellectual property right) granted herein are not sublicenseable, transferable or assignable. Subject to the terms and conditions below, You may sublicense Your right to display the eBay Content and the API Logos, as provided in this Agreement, to Sublicensees solely to enable such Sublicensees to display eBay Content and the API Logos on their computer screens and/or web sites through Your Application; provided that:

(a) You shall not disclose Your Developer IDs to Sublicensees;

(b) All calls initiated by such Sublicensees shall be made through Your Developer IDs;

(c) All API calls initiated by Sublicensees shall count towards the maximum number of calls (if any) permitted under the API licensing tier selected by You on the Developers Site and all fees due (if any) for all API calls initiated by Sublicensees shall be paid by You;

(d) Sublicensees shall have no programmatic control over the API;

(e) You shall enter into a binding agreement with each Sublicensee ("Sublicense Agreement") that shall bind each such Sublicensee to the terms and conditions of this Agreement applying to You (excluding the right to sublicense, platform notification, and the right to indemnification);

(f) Sublicensee shall agree and acknowledge in the Sublicense Agreement that eBay Inc. has certain rights in the API, Databases, and eBay Content and is a third party beneficiary to the sublicense, and that the sublicense is terminable at any time; and

(g) Sublicensee shall display the eBay Content only in a template format, pre-approved by eBay and subject to Certification.

Without limiting the foregoing, any breach by a Sublicensee of its delegated obligations hereunder will be deemed a breach by You. eBay shall be an express third party beneficiary to all sublicenses executed pursuant to this Agreement, and shall have the right, in its sole discretion to directly enforce any term(s) of the sublicense agreement against the Sublicensee, including termination.

4.3 Competitive or Similar Materials. In no event shall eBay be precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketing and/or distributing, materials which are competitive with Your Application and/or other products or services provided by You (collectively, "Products"), irrespective of their similarity to current Products or Products that You may develop hereafter.

5. Uptime.

EBAY makes no guarantees with respect to the availability or uptime of www.ebay.co.uk, any other eBay Site, the API, the eBay Content, or the Databases. eBay may conduct maintenance on any of the foregoing at any time with or without notice to You.

6. Membership Benefits; API Call Limitations.

eBay may change any and all benefits and features that may be provided in connection with Your use of the API at any time in eBay's sole and exclusive discretion with or without notice to you. In the event your membership tier provides free monthly or daily API calls, calls that are unused will not roll over to the next day or month, as applicable.

The number of API calls You will be permitted to make during any given time period will be limited. eBay will determine, in its sole and exclusive discretion, such API call limit (the "**Call Limitation**") based on various factors selected by eBay. Such factors may include, without limitation, the ways in which Your Application may be used and/or the anticipated volume of usage associated with Your Application. eBay may, in its sole and exclusive discretion, suspend Your access to the API with or without notice to You in the event You exceed the Call Limitation. Any unused API calls will not roll over to the next day or month, as applicable.

eBay may increase or decrease the number of API calls You may make at any time and for any reason with or without notice to You.

7. Fees.

All fees charged under this Agreement are described on the then-current Member Benefits and Fees page (such page is currently located at <http://developer.ebay.com/join/pricing/>) and are incorporated into

this Agreement by reference. We may change the fees and/or add new fees from time to time in our sole and exclusive discretion. Changes to the fees are effective thirty (30) days after they are posted on the Developers Site. However, we may choose to temporarily change our fees for promotional events and such changes are effective when we post the temporary promotional event on the Developers Site. In the event 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. You hereby agree to pay any and all fees described on the Member Benefits and Fees page. All fees are due and payable within thirty (30) days of the date of invoice. eBay may terminate this Agreement without notice to You in the event You fail to pay the API fees in accordance with this section. If You are a resident of the United States, all payments shall be sent to the following address: eBay API Accounting, P.O. Box 5819, San Jose, CA 95150. If You reside outside the United States, payments shall be made in the currency invoiced and shall be sent to the address indicated on the invoice.

Usage fees 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.

All fees paid hereunder are non-refundable. Developer Technical Support fees are non-refundable even if You do not use any or all of the Developer Technical Support service purchased.

All payments made by You under this Agreement shall exclude, and You shall pay, any sales, use, excise, gross receipts or other taxes associated with such payments or this Agreement.

8. Term and Termination.

The term of this Agreement shall begin on the date on which you fully complete and successfully submit the API online application and accept this Agreement online as reflected in eBay's records ("Effective Date") and shall continue until terminated in accordance with this Agreement. This Agreement will terminate automatically without notice if You fail to comply with any provision of this Agreement. **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.** In the event You wish to terminate this Agreement, You must email a termination notice to api-billing@ebay.com, any other methods used by You to terminate the Agreement will be void and shall not result in a termination. Your termination notice will be effective when it is received by eBay. Upon the expiration or early termination of this Agreement, Your Developer IDs shall be revoked, all licenses granted hereunder shall terminate and You shall pay for all past-due fees; provided further, You shall destroy, and provide written proof to eBay of the destruction of, all eBay Content and eBay User Data within ten (10) days of such expiration or termination. The following Sections of the Agreement shall survive any expiration or termination of this Agreement: Section 1 ("Definitions"), Section 2.2 ("General License Conditions and Restrictions"), Section 3 ("User Data"), Section 4.1 ("Ownership"), Section 7 ("Fees"), this sentence of Section 8 ("Term and Termination"), Section 9 ("Confidentiality"), Section 10 ("Disclaimer of Other Warranties and Limitation of Liability"), Section 12 ("Indemnification"), Section 14 ("eBay User Agreement"), Section 15 ("Publicity"), and Section 16 ("Miscellaneous").

9. Confidentiality. "Confidential Information" shall include all information provided by eBay to You hereunder, and shall include, but not be limited to, the terms of this Agreement, the Databases, the API, and eBay User Data (including Developer IDs and passwords). In connection with Your receipt of Confidential Information, You agree that You shall not disclose Confidential Information to any third party, and shall not use Confidential Information other than as required to perform under this Agreement. Your obligations hereunder shall survive the expiration or early termination of this Agreement for a period of three (3) years. Except as expressly set forth herein, no rights or licenses to any eBay intellectual property rights are implied or granted under this Agreement. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that eBay shall 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.

10. Security and Stability. You acknowledge that it is in the best interests of both parties that eBay maintain a secure and stable environment, to that end, eBay reserves the right to change the method of access to the API, the Databases and/or eBay Content at any time. You also agree that, 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 API, Databases and/or eBay Content under this Agreement. Your continued access to the API, Databases and eBay Content is subject to Your compliance with the API Security Standards attached hereto as Exhibit A. The API Security Standards are incorporated into this Agreement by reference.

11. Disclaimer of Other Warranties and Limitation of Liability. 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, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. EBAY DOES NOT REPRESENT OR WARRANT THAT ANY EBAY SITE, THE API, THE SDK OR PLATFORM NOTIFICATION FUNCTIONALITY SHALL OPERATE SECURELY OR WITHOUT INTERRUPTION. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. EBAY SHALL 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 API IN THE MONTH PRECEDING THE CLAIM.

12. Indemnification. You shall indemnify, defend and hold eBay, its employees, agents, consultants, subsidiaries, affiliates, and licensors (each an "Indemnified Party") harmless from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) (collectively, "Claims") which eBay and/or any Indemnified Party may incur and that arise from or are related to: (i) Your (and/or any Third Party Service Provider's) use of the API, Databases, SDK, and/or eBay Content; and/or (ii) the development, operation, maintenance, use and contents of Your Application and/or Your Site, including but not limited to any infringement of any third-party proprietary rights. At eBay's option, You shall 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 shall not settle any such Claim without eBay's prior written consent).

13. Modification

eBay reserves the right to update and change, from time to time, the terms of this Agreement by posting the amended terms on the Developers Site. Except as stated herein, all amended terms shall be effective thirty (30) days after they are initially posted on the Developers Site. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT BY SENDING A TERMINATION NOTICE TO API-BILLING@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 THE DEVELOPERS SITE AND WILL SUPERCEDE ALL PREVIOUS VERSIONS OF THE AGREEMENT. USE OF THE API AFTER THE DATE ON WHICH SUCH CHANGES BECOME EFFECTIVE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

14. eBay User Agreement

The then-current eBay User Agreement is incorporated herein by reference, and is available at <http://pages.ebay.co.uk/help/policies/user-agreement.html> ("eBay User Agreement"). Without limiting the

eBay User Agreement, You shall not use, or enable third parties to use, the API or Your Application to violate the eBay User Agreement. eBay may change the eBay User Agreement from time to time in accordance with the terms set forth therein. In the event of a conflict between this Agreement and the eBay User Agreement regarding Your use of the API, this Agreement shall control.

15. Publicity

You shall not make any public statement regarding this Agreement, the terms of this Agreement, any aspect thereof, the API, or the eBay API licensing program without eBay's prior written approval which may be withheld in eBay's sole discretion.

16. Miscellaneous

This Agreement must be construed in accordance with the law of England and Wales and each party irrevocably agrees to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any conflicting or additional terms contained in additional documents or oral discussion 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 and exclusive discretion). Any notices to eBay must be sent to the Legal Department at eBay International A.G. at the address set forth on the eBay User Agreement 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. You may not assign any of Your rights hereunder and any such attempt is void. 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 (the "**Act**") 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 shall comply with the following API Security Standards ("Security Standards"):

1. Security Audits

1.1 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.

1.2 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, Databases 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. 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

3.1 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 shall comply with these Security Standards.

4. Data Security

4.1 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. eBay User Credit Card Numbers and other financial account information
- c. Auth&Auth Tokens
- d. eBay User ID (includes API Developer ID, Application ID, and Certificate ID)
- e. eBay User Social Security Number, Driver's License Number and State Identification Card Number.

At no time will You collect or store eBay User passwords 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 rights to immediately terminate access and issue a new eBay User ID to You.