

## General Terms and Conditions for using eBay Motors Pro

Welcome to eBay Motors Pro. These terms and conditions apply to the services available from the domain and sub-domains of ebaymotorspro.co.uk (which include, but are not limited to, www.ebaymotorspro.co.uk). eBay Motors Pro is provided by eBay Europe S.à r.l., 22-24 Boulevard Royal, L-2449 Luxembourg.

By clicking on the button "Submit" during the registration process, you accept and agree to comply with these General Terms and Conditions for using eBay Motors Pro (the "Terms and Conditions"). If you do not accept and agree to comply with these Terms and Conditions, you may not access or use eBay Motors Pro.

### Section 1 General

1. eBay Motors Pro is an online tool, which enables motor vehicle dealers ("Dealers") to list motor vehicles for sale in a new way on the websites at <http://www.ebay.co.uk> and <http://motors.ebay.co.uk> (together, the "Website") and to manage such listings.
2. eBay Motors Pro allows Dealers to advertise motor vehicles for sale in a way which is similar to advertising in the classifieds section of a newspaper. Interested buyers can contact the Dealers to arrange viewings of the motor vehicles, but are not able to enter into contracts to purchase the motor vehicles online via the Website.
3. Your use of eBay Motors Pro is also subject to the [User Agreement](#) which governs use of the Website (the "User Agreement").

### Section 2 Registration

1. Before a Dealer can use eBay Motors Pro, it must first complete the user registration process.
2. In order to register as a user of eBay Motors Pro, the Dealer must have an eBay account and possess a valid VAT registration number.
3. Only legal entities and natural persons capable of entering into legal transactions without limitations may register as users of eBay Motors Pro. In particular, persons under the age of 18 are prohibited from registering. If you register as a user of eBay Motors Pro, you represent and warrant that you are capable of entering into legal transactions without limitations and, if you are registering on behalf of a legal entity, that you have the power and authority to bind that legal entity.
4. You represent and warrant that the information provided by you to eBay during the registration process is complete and correct. If any of that information changes after registration, you must supply the correct information to eBay as soon as possible.
5. By completing the user registration process, you are making an offer to conclude a contract between you and eBay for the use of eBay Motors Pro.
6. eBay shall decide in its sole discretion whether to accept your offer or not. If eBay decides to accept your offer, it will notify you of such acceptance by sending you a confirmation e-mail. At the time of such acceptance a contract is entered into between you and eBay regarding your use of eBay Motors Pro. The terms and conditions of such contract are set out in these Terms

and Conditions

7. The right to use eBay Motors Pro is linked to the eBay account which you provided details of during the registration process. Your registration is only valid for the Website. You can register on different international eBay websites for services that are the equivalent of eBay Motors Pro. However, each registration process will require you to provide details of a different eBay account.
8. At any time during the registration process or the ongoing contract between you and eBay, eBay is entitled to require you to provide any documentation and information which is necessary or expedient for the registration process or for maintaining, or ensuring your compliance with, the ongoing contract between you and eBay, particularly for the protection of other eBay customers.

### **Section 3 Scope of Services**

1. eBay does not guarantee continuous, uninterrupted or secure access to eBay Motors Pro. The operation of eBay Motors Pro may be interfered with by numerous factors outside eBay's control.
2. eBay Motors Pro is provided "as is" and as and when available. eBay expressly excludes to the fullest extent permitted by law all express and implied warranties, including, without limitation, warranties of satisfactory quality, fitness for a particular purpose, non-infringement of proprietary rights, security, reliability, timeliness, accuracy, completeness and performance.

### **Section 4 Your Obligations**

1. You acknowledge that all intellectual and other proprietary rights regarding eBay Motors Pro, existing from time to time worldwide, are owned by eBay, including, without limitation, all copyright, moral rights, design rights, patents, trade marks, database rights, confidential information, rights in the nature of unfair competition and rights to sue for passing off, whether registered or unregistered, and any and all applications, renewals, extensions and restorations of such rights. Except to the extent permitted by law, you may not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from eBay Motors Pro.
2. In using eBay Motors Pro, you must not take any actions that could disrupt the operation of the Website or that could place unacceptable or excessive strain on the Website. You must not use eBay Motors Pro in such a way that the Website could be disrupted by third parties.

### **Section 5 Fees and Payment**

1. Registration for eBay Motors Pro is free of charge. However, eBay will charge, and you agree to pay, a monthly fee for using eBay Motors Pro to place listings on the Website.
2. The amount of the fee payable by you for your use of eBay Motors Pro in respect of any calendar month ("Month") will be determined according to the [current price list](#) and based on the daily, average number of live listings that you have on the Website and that were placed via eBay Motors Pro, measured over the course of the relevant Month, (the "Daily Average").
3. In order to determine the Daily Average, on each day during the relevant month, eBay will track

and record the number of live listings that you currently have on the Website and that were placed via eBay Motors Pro. At the end of each Month, eBay will calculate the total number of live listings that you had on the Website (via eBay Motors Pro) over all the days of the Month, divide such total number by the number of days in the Month and round down to the nearest whole number. The resulting figure constitutes the Daily Average for the relevant Month.

4. eBay shall invoice you for the monthly fee after the expiry of the relevant Month. The monthly fee is payable in GB Pounds sterling and is exclusive of any value added tax or other taxes, which (if applicable) shall be charged to you in accordance with the relevant regulations in force at the time of making the relevant taxable supply. You agree that eBay may issue you with invoices in electronic format by email.

## **Section 6 Placing, editing and deleting listings via eBay Motors Pro**

1. Listings that you place on the Website via eBay Motors Pro are visible until you delete them. You can only edit or delete such listings via eBay Motors Pro.
2. eBay reserves the right to introduce a functionality for Dealers to revise their listings into the "Auction-style Format". If eBay introduces such functionality, once a listing has been revised into the "Auction-style Format", it will no longer be possible to edit or delete the listing via eBay Motors Pro.
3. You must regularly administer your listings, editing or deleting them as necessary. If you sell a motor vehicle which is described in a listing, you must delete such listing from the Website promptly. If you fail to log in to eBay Motors Pro at least once during any rolling 30-day period to administer your listings, all your current listings shall be automatically deactivated, so that they are no longer visible on the Website. All listings can be reactivated at any time via eBay Motors Pro.
4. Listings can also be uploaded to eBay Motors Pro via an FTP interface. eBay reserves the right to limit the number of data records imported by you daily, should this be necessary for technical reasons, in particular for capacity reasons.

## **Section 7 Discontinuation; Termination; Suspension**

1. eBay has the right to discontinue the provision of eBay Motors Pro, or to change its functionalities, at any time without prior notice.
2. Either you or eBay may terminate the contract between you and eBay regarding your use of eBay Motors Pro at any time by giving 14 days' notice to the other, provided that such notice shall expire at the end of a Month. You may serve eBay with notice to terminate the contract either via registered mail in accordance with Section 10 below or via e-mail to [motorsteam@ebay.com](mailto:motorsteam@ebay.com).
3. If you are temporarily or permanently suspended from using the Website, you may not use eBay Motors Pro at any time during the period of such suspension.
4. If your registration to use the Website is terminated for any reason, the contract between you and eBay regarding your use of eBay Motors Pro will automatically terminate.

## **Section 8 Changes to Prices; Amendments to these Terms and Conditions**

1. eBay may change the prices for eBay Motors Pro at any time by giving you notice of such change at least 16 days' prior to the start of the Month in which the change will take effect. If you do not exercise your right of termination under paragraph 2 of Section 7 above and you continue to use eBay Motors Pro after the date on which the new prices take effect, you shall be deemed to have accepted and agreed to pay the new prices.
2. Any amendments to these Terms and Conditions shall be announced via the Announcement Board on the Website and/or eBay shall send you a notice detailing the amendments in accordance with Section 10 below. You will be deemed to have accepted the amendments, unless you send eBay notice of your objection to the amendments in accordance with Section 10 below within a period of 2 weeks after the amendments were announced or notified to you.

## **Section 9 Limitation of Liability**

1. Nothing in these Terms and Conditions shall limit or exclude eBay's liability for fraudulent misrepresentation, for death or personal injury resulting from eBay's negligence or the negligence of eBay's agents or employees, or for any other liability which cannot be limited or excluded by law.
2. Subject to paragraph 1 of this Section 9, eBay's liability to you or to any third party, and the liability of eBay's parent, subsidiaries, affiliates, officers, directors, agents and employees, arising in relation to a particular claim or event, shall be limited to the lesser of: (a) the amount of the monthly fee paid by you to eBay for your use of eBay Motors Pro during the Month in which the claim or event occurred; and £100.
3. Subject to paragraph 1 of this Section 9, eBay (including eBay's parent, subsidiaries, affiliates, officers, directors, agents and employees) will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with the provision of eBay Motors Pro to you or your use of eBay Motors Pro.
4. Subject to paragraph 1 of this Section 9, eBay (including eBay's parent, subsidiaries, affiliates, officers, directors, agents and employees) shall have no liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.

## **Section 10 Notices**

Unless otherwise explicitly stated, notices to eBay must be in writing and must be sent by registered mail to eBay International AG, Helvetiastrasse 15/17, CH-3005 Bern, Switzerland, marked for the attention of eBay.co.uk Legal. Notices to you may be sent by e-mail or registered mail to the email address or postal address (as applicable) that you have given as your current e-mail and contact information in your eBay account. Notices sent by registered mail will be deemed to have been delivered 48 hours after they are posted. Notices sent by e-mail will be deemed to have been delivered 24 hours after they are sent, unless eBay receives notice that the e-mail address is invalid.

## **Section 11 Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with English law and

shall be subject to the exclusive jurisdiction of the English Courts

### **Section 12 Third Party Rights**

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms and Conditions, but this does not affect any right or remedy of a third party specified in these Terms and Conditions or which exists or is available apart from under that Act.

### **Section 13 Severability; Assignment; No Agency; Headings; No Waiver; Entire Agreement**

1. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out and this shall not affect the validity or enforceability of the remaining provisions.
2. You agree that the contract between you and eBay for the use of eBay Motors Pro may be automatically assigned by eBay, in its sole discretion, to a third party in the event of a merger or acquisition or any other event.
3. You and eBay are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by the contract between you and eBay for the use of eBay Motors Pro.
4. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of the Sections to which they relate.
5. eBay's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.
6. These Terms and Conditions, together with the User Agreement (and all documents incorporated into the User Agreement) set forth the entire understanding and agreement between you and eBay with respect to their subject matter. No oral explanation or oral information given by either party shall alter the interpretation of these Terms and Conditions.