

eBay Refurbished Program

This eBay Refurbished Program Agreement (“**Agreement**”) is made by and between **eBay Inc.**, a Delaware corporation with its principal place of business at 2065 Hamilton Avenue, San Jose, California 95125 (“**eBay**”), and **[insert legal business name]** a **[insert where business is registered and entity type]** with its principal place of business at **[insert legal business address]** (“**Seller**”), and is effective as of the last date of signature (the “**Effective Date**”). eBay and Seller may each be referred to individually as a “**Party**,” and collectively as the “**Parties**”.

Background. Seller is a merchant on www.ebay.com (the “**eBay Site**”). eBay Refurbished is a seller program through eBay that allows sellers to list refurbished goods in various categories (“**eBay Refurbished Categories**”) on the eBay Refurbished page (the “**eBay Refurbished Program**”). eBay may elect to rename the eBay Refurbished Program for marketing purposes at any time. The eBay Refurbished Program is powered by independent sellers who carefully refurbish and certify that each item meets the defined condition grade and is warranted for a specific time. eBay Refurbished Program items are identified by an eBay defined condition grade on the View Item page on the eBay Site. eBay wishes to enroll certain business sellers that meet the criteria set forth in this Agreement into the eBay Refurbished Program so that they can list and sell directly through the eBay Refurbished Program. Seller wishes to enroll in the eBay Refurbished Program. As a prerequisite to entering into the eBay Refurbished Program, eBay has reviewed Seller’s refurbishing process and has subsequently approved these capabilities as satisfactory (“**Approved Seller Refurbishing Capabilities**”).

NOW, THEREFORE, for good and valuable consideration, the sufficiency which is acknowledged by each Party, Seller and eBay agree as follows:

1. Definitions.

- 1.1 “**Buyer**” means an eBay buyer who commits to buy an item listed by Seller in the eBay Refurbished Condition.
- 1.2 “**eBay Policies**” means the terms of eBay’s User Agreement located at <http://pages.ebay.com/help/policies/user-agreement.html>, Privacy Policy located at <http://pages.ebay.com/help/policies/privacy-policy.html>, the eBay Pricing and Promotions Terms and Conditions located at <https://pages.ebay.com/specialoffers/sellerterms.html> and all other policies applicable to eBay sellers and listings on the eBay Site, which are incorporated by reference into this Agreement, as each may be updated from time to time. In case of conflict between the eBay policies and this Agreement, this Agreement shall control.
- 1.3 “**eBay Refurbished Condition**” means an item that has been tested and graded following the eBay defined grading rubric for the eBay Refurbished Category of the item being listed, set forth in the eBay Refurbished Grading Criteria (defined below).
- 1.4 “**eBay Refurbished Grading Criteria**” means the respective grading criteria for each specific category of devices included in the Program. The eBay Refurbished Grading Criteria is located at <http://www.ebay.com/ebayrefurbishedgrading>.
- 1.5 “**eBay Refurbished Item Eligibility Criteria**” means the criteria and processes created and used by eBay to add the “eBay Refurbished” label as set forth in Exhibit A attached to this Agreement and in the eBay Refurbished Grading Criteria.
- 1.6 “**eBay Site**” means www.ebay.com
- 1.7 “**eTRS**” means eBay Top Rated Seller according to the policy located at <http://pages.ebay.com/help/sell/top-rated.html>.
- 1.8 “**Eligible Item**” means an item listed by Seller that meets the Item Eligibility Criteria and that will be marked with the appropriate grading condition.

1.9 “**View Item**” means the landing page associated with a unique Item IDs.

2. **Authorization to be in the eBay Refurbished Program and Requirements**

- 2.1 eBay hereby authorizes Seller to be enrolled into the eBay Refurbished Program, subject to the terms contained in this Agreement and in the eBay Policies.
- 2.2 Seller’s Eligible Items may receive, when made available, the “eBay Refurbished” grade on the View Item page, and Eligible Items may be listed under the appropriate condition grading criteria available for the eBay Refurbished Program – Certified Refurbished, Excellent, Very Good and Good (collectively, “Item Specific Grades”) for the duration of this Agreement.
- 2.3 eBay may modify, add to, remove terms and/or update Seller’s requirements for the eBay Refurbished Program set forth in Exhibit A from time to time, and such updated requirements will take effect upon 30 days written notice to Seller (email will be sufficient). eBay may amend the terms of the eBay Refurbished Program at any time by posting the amended terms on the eBay Site. Seller’s continued access to the eBay Refurbished Program constitutes Seller’s acceptance of the amended terms.
- 2.4 Seller will notify eBay immediately of any material change to Seller’s Approved Seller Refurbishing Capabilities. Seller will provide eBay with sufficient information demonstrating that the Approved Seller Refurbishing Capabilities are not negatively impacted by the change.
- 2.5 Upon request, Seller shall provide eBay with verification of its Seller Refurbishing Capabilities as part of the eBay Refurbished Program.
- 2.6 eBay reserves the right to revoke Seller’s enrollment in the eBay Refurbished Program at any time in the event of any of the following: (i) Seller listing an unauthorized item of a particular brand through the eBay Refurbished Program, or (ii) subject to a change of Seller’s Approved Seller Refurbishing Capabilities.
- 2.7 eBay reserves the right to suspend Seller’s enrollment in the eBay Refurbished Program for up to ninety (90) days (the “**Suspension Period**”) if Seller is not meeting the eBay Refurbished Program requirements. During a Suspension Period, eBay will work with Seller to determine Seller’s eligibility to remain in the eBay Refurbished Program. For clarity, nothing in this Section 2.7 shall otherwise restrict eBay’s rights under this Agreement; eBay may exercise its revocation rights set forth in Section 2.6 or its termination rights set forth in Section 7 of this Agreement at any time before, during, or after a Suspension Period.

3. **Representations and Warranties.** As of the Effective Date and during the Term, Seller represents and warrants to eBay as follows: i) that Seller’s activities in connection with eBay Refurbished Program comply with all applicable federal, national, state, and local laws, rules, regulations and ordinances (“Law”); ii) that Seller’s eBay Refurbished Capabilities have not materially changed subject to section 2 above; iii) that Seller will certify that each Eligible Item complies with eBay’s eBay Refurbished grading conditions as set forth in this Agreement; iv) that Seller will not relist any item that did not pass the eBay Refurbished specifications; and that Seller’s items will not (a) infringe any third party intellectual property rights; (b) constitute a misrepresentation; (c) cause injury to or invade the privacy of any third party, including but not limited to failures concerning data hygiene; (d) constitute a misuse of any confidential information of a third party; or (e) be defamatory, abusive or offensive..

4. **Indemnity.** Notwithstanding Section 5 of this Agreement, Seller shall indemnify, and hold harmless eBay, its Affiliates, their respective directors, officers, employees, sublicensees,

agents, attorneys, customers, successors or assigns (collectively, the “Indemnified Parties”) against and from any and all third-party claims, liabilities, damages, costs, expenses, suits, actions, government procedures, taxes, penalties or interest (“Claim”), and shall pay all related damages, settlements and associated legal expenses, including reasonable attorneys’ fees that may be imposed on, incurred by or asserted against any Indemnified Party resulting from, arising out of, or relating to: (i) any violation of applicable Law by Seller; (ii) any negligence, willful misconduct, errors or omissions of Seller; or (iii) Seller’s breach of this Agreement.

5. **Limitation of Liability.** EXCEPT IN THE EVENT OF A BREACH OF SECTION 3 (REPRESENTATIONS AND WARRANTIES) OR SECTION 6 (CONFIDENTIALITY), NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS OR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR MULTIPLIED DAMAGES, WHETHER IN CONTRACT, TORT OR UNDER STATUTE OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT. EXCEPT IN THE EVENT OF A BREACH OF SECTION 3 (REPRESENTATIONS AND WARRANTIES) OR SECTION 6 (CONFIDENTIALITY), NEITHER PARTY’S CUMULATIVE AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

6. **Confidentiality.**

- 6.1 “Confidential Information” means all information (whether in written, electronic or oral form) disclosed or made accessible by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), or its officers, directors, employees, consultants, contractors, subcontractors, agents, advisors and other representatives of such Party (“Representatives”) under the terms and for purposes of this Agreement (including information disclosed in the course of negotiation of this Agreement and the existence and terms of this Agreement) that is not generally known to the public and that is designated as confidential or otherwise should reasonably be understood as confidential given the nature and circumstances of its disclosure. Confidential Information shall not include (i) information that is or becomes publicly available through no act or omission of the Receiving Party; (ii) information rightfully disclosed to the Receiving Party by a third party not bound by any confidentiality obligation with respect to such information; (iii) information developed by the Receiving Party independent of any of the Disclosing Party’s Confidential Information; or (iv) information that is rightfully in the possession of the Receiving Party and not subject to any duty of confidentiality as of the Effective Date.
- 6.2 **Use; Standard of Care.** The Receiving Party may use the Confidential Information solely for purposes of this Agreement. No other use will be made of the Confidential Information by the Receiving Party or its Representatives, it being recognized that the Disclosing Party has reserved all rights to the Confidential Information not expressly granted herein. The Receiving Party shall, and shall cause its Representatives to, protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of such Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature.
- 6.3 **Obligations of Confidentiality.** The Receiving Party shall not, and shall cause its Representatives not to, directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information without the prior written consent of the Disclosing Party.
- 6.4 **No Publicity.** No Party shall make any public statement or press release regarding the terms of this Agreement or any aspect thereof without the prior written approval of the other Party.

7. Term and Termination.

- 7.1 The term of this Agreement begins on the Effective Date and continues for one (1) year unless terminated earlier in accordance with this section. This Agreement will automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the expiration date of the then-current term.
- 7.2 eBay or Seller may terminate this Agreement at any time upon at least thirty (30) days prior written notice to the other party.
- 7.3 eBay may terminate this Agreement upon written notice to Seller with immediate effect in the event of any of the following: (1) any violation of this Agreement, (2) Seller losing its eTRS status and not regaining the eTRS status within thirty days thereafter, (3) Seller not adhering to listing requirements, as defined in both Exhibit A and the eBay Refurbished Grading Criteria, and/or listing sub-standard Eligible Items that do not comply with the eBay Refurbished Conditions on the eBay Site within or outside of the eBay Refurbished Program, (4) any violation of eBay's Policies or applicable laws, or (5) if eBay terminates the eBay Refurbished Program.
- 7.4 eBay reserves the right to revoke Seller's enrollment in the Program at any time, as outlined in Section 2.6 of this Agreement.
- 7.5 Sections 1 (Definitions), 4 (Indemnity), 5 (Limitation of Liability), 6 (Confidentiality), 7 (Term and Termination), and 9 (Miscellaneous) will survive the expiration or termination of this Agreement.

- 8. eBay Refurbished Categories.** eBay must approve Seller to list items within specific eBay Refurbished Categories, including the Item Specific Grades. The requirements for Eligible Items in each eBay Refurbished Category, including the eBay Refurbished Condition and the eBay Refurbished Item Eligibility Criteria, are included in the eBay Refurbished Condition Grading Criteria. The eBay Refurbished Categories and the respective Item Specific Grades in which Seller may list in the Program will be determined and confirmed by eBay prior to listing migration. eBay may, with immediate effect: (1) remove any items from the Program or relist any items to another appropriate item condition where applicable; or (2) remove any items from the Site which eBay reasonably deems do not meet or no longer meet the relevant eligibility criteria, including the eBay Refurbished Categories and/or Item Specific Grades.

- 9. Miscellaneous.** This Agreement and the documents referenced in this Agreement together constitute the entire agreement and supersede all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. Nothing in this Agreement is intended to limit the rights and remedies of eBay under the eBay Policies. In the case of conflict between the explicit terms of this Agreement and the terms of the Listing Agreement or the eBay Policies, the terms of this Agreement shall prevail to the extent of the conflict. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party; provided that, eBay may assign this Agreement and its obligations to an Affiliate. Except for changes made to the eBay Refurbished Program, including but not limited to those outlined in Section 2.3, this Agreement may be amended only by a writing signed by the Parties.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

EBAY INC.

[SELLER'S LEGAL BUSINESS NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

Exhibit A: eBay Refurbished Program Requirements

The eBay Refurbished Program ensures high-quality refurbished inventory for eBay Buyers. We are providing Buyers value by serving up great brands at unbeatable prices.

All eBay Eligible Items have been professionally inspected, cleaned, and refurbished to meet eBay defined condition grades.

If requested by eBay, Seller must provide detailed documentation of diagnostic testing capabilities and results for refurbished products.

eBay User ID: _____

eBay Seller I.D.: _____

Seller must comply with the following at all times:

Item Eligibility and Requirements		Notes
	Seller must comply with the requirements of the applicable eBay defined condition grading criteria available for the eBay Refurbished Program – currently, 1) Certified Refurbished, 2) Excellent, 3) Very Good and 4) Good (collectively, “Item Specific Grade(s)”).	Note: Listed items must adhere to the eBay Refurbished Grading Criteria and the Item Specific Grades located at http://www.ebay.com/ebayrefurbishedgrading
	Must adopt eBay recommended item specifics and list against the eBay catalog	
	On View Item page: <ul style="list-style-type: none"> • Item Specific Grade in item description • Accurate product specific details about the listed item. For example, battery life, cosmetic defects, replacement parts used, etc. • For items with a Certified Refurbished grading, condition grade in item title 	
	High quality content on: <ul style="list-style-type: none"> • Refurbishment and inspection process • Accessories included in item description • Packaging • Product uses and functionalities 	Product uses and functionalities: example OS compatibility, region device was made for

	<p>For items with a Certified Refurbished grading, must also include:</p> <ul style="list-style-type: none"> • Owner's manual and assembly instructions • All items with rechargeable batteries must be delivered to the buyer pre-charged • Must list against the eBay catalog and include universal product code ("UPC") 	
Listing and Image Guidelines	<p>Seller must include all essential item details and condition details in each listing.</p> <p>Seller must also include high resolution images of items according to basic image guidelines provided by eBay including but not limited to the following images:</p> <ul style="list-style-type: none"> • Front • Back • Bottom • Logo <p>Unless otherwise approved by eBay, the primary image ("Hero Image") of each eligible listing must be shot with a white background and must not include any watermarks.</p> <p>Seller is restricted from using the "Best Offer" functionality.</p>	
Manufacturer Authorization (for "Certified Refurbished" condition grade only)	<p>If the Certified Refurbished product is not direct from brand, Seller must provide contract with manufacturer that they are authorized to refurbish their product(s) or a purchase order issued from the manufacturer within the prior 90 days.</p>	

Eligible Brands/Assortment	<p>Upon eBay approval, all Eligible Items may be listed into the respective Item Specific Grade in the Program if the conditions are met.</p> <p>Seller will only list under the approved eBay Item Specific Grade upon completion of vetting process and their Eligible Items will be listed as such on the eBay Site.</p> <p>Seller may only list Eligible Items in the categories and Item Specific Grade which have been approved by eBay. Approved categories and Item Specific Grades can be found in the eBay Refurbished Grading Criteria, http://www.ebay.com/ebayrefurbishedgrading, which may be updated from time to time at eBay's sole discretion.</p> <p>Categories may not all launch at the same time.</p>	<p>Notes: Seller's ability to actually list Eligible Items in a specific category for with an Item Specific Grade is subject to eBay's vetting process and final approval.</p>
Shipping	<p>Shipping must comply with the following:</p> <ul style="list-style-type: none"> • All eBay Refurbished items must have free shipping • For Items with a Certified Refurbished grading, must provide 2-day delivery • Shipping speed within a reasonable amount of time as defined as less than 5 business days from order placement • Shipping handling time: 0-1 day or 48 hours • Return process time: 0-1 day or 48 hours • Refund process time: 0-1 day or 48 hours 	<p>Note: Except for freight shipping, if a Seller charges shipping to an Eligible Item buyer, Seller will reimburse the Buyer for all shipping charges within three days of the charge.</p>
Packaging	<p>Seller shall use new, generic packaging, and also comply with the following:</p> <ul style="list-style-type: none"> • For items with a Certified Refurbished grading, items must be shipped in new box, polybag is not appropriate shipping method. 	<p>Notes: No opened box, no reused box.</p> <p>Must ensure that products are securely packaged for shipping. Products may not be thrown into a box without packaging materials</p>


	<ul style="list-style-type: none"> For items with an Excellent, Very Good or Good grading, envelope/polybags may be used as outside packaging only if a new box is used inside. <p>If using a third-party for fulfillment, shipping packaging cannot show or contain branding from any eBay competitor.</p> <p>eBay must be able to track packages through eBay systems. Seller may not use any competitor tracking applications or systems.</p>	<p>surrounding the product.</p> <p>Box should have “refurbished” label</p>
Hassle Free Returns/Customer Service	<p>Returns must comply with the following:</p> <ul style="list-style-type: none"> Except for bulky items shipped via freight shipping, 30-day Free Returns. Seller must provide full refunds for returns. Seller may not charge a restocking fee for returns, unless items is not in original sent condition. Seller must enable replacements in listing flow Seller shall, at its own costs, provide Buyer with a return label within 24 hours of return approval so Buyer can ship the Eligible Item back to the Seller (Seller shall assume full responsibility for the shipping of the Eligible Item) All returns must be closed (refund issued or replacement sent) within 24 hours of receipt Seller must reply to buyer inquiries within 48 hours 	<p>Note: Seller agrees to follow a documented returns and refunds process.</p>
Privacy Quality Control – Initial Assessment and Vetting	<p><u>For Certified Refurbished Condition Items:</u></p> <ul style="list-style-type: none"> Seller required to submit QMS certification/QC documentation Proof of PO that items are manufacturer refurbished received last 90 days (proof of SKU#) or letter from brand of authenticity After passing the vetting evaluation period, Seller agrees to ongoing secret shopping to ensure item quality 	

	<p><u>For Excellent, Very Good & Good Refurbished Condition Items:</u></p> <ul style="list-style-type: none"> • Separate from Seller's initial Approved Seller Refurbishing Capabilities, Seller agrees to submit a self-assessment within one (1) week of signing the contract • Seller agrees to obtain third-party licensing software as directed by eBay to help monitor item quality and determine condition grade • After passing the initial application screening process and signing this Agreement, Seller will be subject to a vetting evaluation process of 30 days that includes, at a minimum, 3 secret shops across all conditions to ensure compliance • If during the vetting process, Seller fails two (2) or more secret shops within the 30-day vetting evaluation period, Seller's listings will not be included in the eBay Refurbished Program • eBay may perform factory inspections to assess refurbishment quality • After passing the vetting evaluation period, Seller agrees to ongoing secret shopping to ensure item quality 	
<p>Quality Control – Metrics</p>	<p>eBay may perform factory inspections to assess refurbishment quality.</p> <p>eBay Refurbished metrics are evaluated at the category level for each respective Item Specific Grade. These metrics are evaluated on a monthly cadence, after the 20th of each month, based on a 90-day rolling lookback.</p> <p>eBay will provide a written warning to Sellers if they are in danger of not meeting the eBay Refurbished Program metrics and KPIs.</p>	<p>Notes: SNAD, INR, and Stock Out metrics are based on total opened cases.</p>

	<p>Any time Seller receives multiple warnings for the same issue and/or does not meet eBay Refurbished metrics, eBay may request Seller to provide a remediation plan to demonstrate any corrective measures the Seller is taking. Seller shall provide its remediation plan within ten (10) business days.</p> <p>If Seller fails to meet the eBay Refurbished Program required metrics for the Item Specific Grade of an eBay Refurbished Category, as set forth below, eBay may take action on Seller's account as outlined in this Agreement, including imposing selling limits, transaction level penalties, limiting program participation, suspension, termination, etc. Seller must comply with the following:</p> <ul style="list-style-type: none"> • Buyer Feedback: Must be greater than 98.0% • Significantly Not as Described (SNAD): Must be less than 4.0% • Stockout rate: Must be less than 2.0% • Late shipment rate: Must be less than 3.0% • Late delivery rate: Must be less than 5% • Item Not Received (INR): Must be less than 1.0% • Cases closed without seller resolution: Must be less than 0.3% • Return Rate: Must be less than 10% • Handling time: Must be less than 48 hours • Return process time: Must be less than 48 hours • Refund process time: Must be less than 48 hours 	
Refurbishment Process	<p>Seller shall perform a physical review of each Eligible Item before listing it on the eBay Site using their approved eBay Refurbished Capabilities.</p> <p>Seller shall provide eBay with additional images or item details, as requested from time to time, on items listed on the eBay</p>	

	<p>Site.</p> <p>Seller will maintain Item Level eBay Refurbished documentation, including IMEI and diagnostic reporting, for each item.</p> <p>eBay and/or Buyers may request Item level diagnostic information post-transaction.</p>	
Continued Monitoring and eBay Refurbished Failure	<p>Seller agrees that ongoing monitoring will be performed at eBay's sole discretion ("Continued Monitoring"). Should there be any failure discovered (through elevated return rates, secret shopping or as otherwise outlined in this Agreement), eBay may take action on Seller's account as outlined in the Agreement.</p>	
Low Price Guarantee	<p>For items listed in the Program, Seller agrees to maintain the same or lower prices on eBay compared to Seller's prices on eBay's competitor set.</p> <p>For Certified Refurbished products, Seller must maintain 20% price gap to new products, with the Certified Refurbished inventory 20% lower.</p> <p><u>Competitor set:</u></p> <p>Amazon.com, BestBuy.com, Walmart.com, Backmarket.com, Target.com, HomeDepot.com</p>	<p>Note: eBay team member to share competitor condition grade equivalencies</p>
Warranties	<p>A one-year warranty will be provided for all eligible Items with an Excellent, Very Good or Good grading.</p> <p>A two-year warranty will be provided for all eligible Items with a Certified Refurbished grading.</p> <p>Seller will not message another warranty (e.g. in subtitles or item description) until this messaging is authorized by eBay.</p>	<p>Note: As part of the eBay Refurbished Program, eBay will provide the warranty in behalf of Seller and Allstate will service all warranty claims. This warranty offering is subject to change.</p>
Non-infringing Items and Seller trademark usage	<p>Seller shall not list any counterfeit items, nor any items otherwise infringing third party rights, including but not limited to trademark, copyright and design rights. Seller particularly acknowledges and</p>	

	<p>agrees that it is Seller's sole responsibility to ensure that Seller is entitled to sell any of the listed items to Buyers without infringing any third-party rights, in particular trademark rights.</p> <p>Applies to brand direct sellers only:</p> <ul style="list-style-type: none"> • Seller grants eBay a limited license to use Seller's brand attributes and logos to promote the eBay Refurbished Program. Seller will provide brand assets to eBay for such use. 	
<p>Participation in eBay public relations and communications</p>	<p>Seller approves the inclusion of Seller name, logo, product images and listings, and/or inventory in eBay-led public relations and communications, including, but not limited to, references in:</p> <ul style="list-style-type: none"> • Press releases • Editorials, op-eds • Media materials such as gift guides and infographics • Paid media placements • Corporate b-roll • Corporate website, including blog and seller news announcements • Investor community materials, including quarterly earnings scripts and presentations • eBay owned social media channels, including Facebook, Instagram, Twitter and TikTok • Paid influencer content, including social media channels like Facebook, Instagram, Twitter and TikTok • eBay Refurbished branding program, which includes eBay Refurbished branding icon used on item on assets <p>Seller to arrange for inclusion in eBay's Authorized Reseller program if direct brand relationship exists.</p> <p>Logo Lockup for exclusive partners (options below):</p>	

		
Promotional Calendar (for “Certified Refurbished” condition grade only)	Seller must provide national promotional calendar	