

[eBay user agreement, from <https://scgi.ebay.com/saw-cgi/eBayISAPI.dll?> on 9/17/00]

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

Welcome to eBay Inc.'s User Agreement. This Agreement describes the terms and conditions applicable to your use of our services at eBay.com (including the Great Collections category) and our general principles of our International affiliates. If you have any questions that our User Agreement Frequently Asked Questions at (<http://pages.ebay.com/help/basics/f-agreement.html>) or our User Agreement Revision Frequently Asked Questions at (<http://pages.ebay.com/help/basics/uarevision1-faq.html>) cannot answer, please contact agree-questions@ebay.com. We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on our site. This Agreement may not be otherwise amended except in a writing signed by you and eBay Inc. This agreement was last revised on September 27th, 1999.

1. Membership Eligibility.

Our services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. If you do not qualify, please do not use our services. Further, our services are not available to temporarily or indefinitely suspended eBay members.

2. Fees and Services.

Joining and bidding on items at eBay is free. Our Fees and Credits Policy is available at <http://pages.ebay.com/help/sellerguide/selling-fees.html> and is incorporated by reference. We may change our Fees and Credits Policy and the fees for our services from time to time. Our changes to the policy are effective after we provide you with at least fourteen (14) days' notice of the changes by posting the changes on the announcements board. However, we may choose to temporarily change our Fees and Credits Policy and the fees for our services for promotional events (for example, free listing days) and such changes are effective when we post the temporary promotional event on the announcements board. When you list an item you have an opportunity to review and accept the fees that you will be charged for the use of our listing services. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our website and all applicable taxes.

3. eBay is Only a Venue.

3.1 Overview. Our site acts as the venue for sellers to list items (or, as appropriate, solicit offers to buy) and buyers to bid on items. We are not involved in the actual transaction between buyers and sellers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of sellers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or seller will actually complete a transaction.

3.2 Safe Trading. Because user authentication on the Internet is difficult, eBay cannot and does not confirm each user's purported identity. Thus, we have established a user-initiated feedback system to help you evaluate with whom you are dealing. We also encourage you to communicate directly with potential trading partners. You may also wish to consider using a third party escrow

service or services that provide additional user verification. See our Buying and Selling Tools page (at <http://pages.ebay.com/services/buyandsell/index.html>).

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

3.4 Information Control. We do not control the information provided by other users which is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using our site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

4. Bidding and Buying.

If you are the highest bidder at the end of an auction (meeting the applicable minimum bid or reserve requirements) and your bid is accepted by the seller, you are obligated to complete the transaction with the seller, unless the item is listed in a category under the Non-Binding Bid Policy (at <http://pages.ebay.com/help/community/png-nbb.html>) or the transaction is prohibited by law or by this Agreement. By bidding on an item you agree to be bound by the conditions of sale included in the item's description (or linked to from the description) so long as those conditions of sale are not in violation of this Agreement or unlawful. Bids are not retractable except in exceptional circumstances such as when the seller materially changes the item's description after you bid, a clear typographical error is made, or you cannot authenticate the seller's identity. If you choose to bid on adult items, you are certifying that you have the legal right to purchase such items.

5. Listing and Selling.

5.1 Listing Description. Listings may only include text descriptions, graphics and pictures you supply to our site (or that you link to from our site) that describe your item for sale (or as appropriate, for which are soliciting offers to buy). All listed items must be listed in an appropriate category. All Dutch auction items must be identical (the size, color, make, and model all must be the same for each item). At any one time you may not promote identical items in more than ten (10) listings (whether Dutch or Regular auction style) on our site.

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

5.3 Fraud. Without limiting any other remedies, eBay may suspend or terminate your account if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with our site.

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

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

6. Your Information.

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

6.1 Your Information (or any items listed therein): (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the sale of counterfeit or stolen items; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) shall not be obscene or contain child pornography or, if otherwise adult in nature or harmful to minors, shall be posted only in the Adults Only section and shall be distributed only to people legally permitted to receive such content; (g) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (i) shall not link directly or indirectly to or include descriptions of goods or services that: (aa) are prohibited under this Agreement; (bb) are identical to other items you have up for auction but are priced lower than your item's reserve or minimum bid amount; (cc) are concurrently listed for auction on a web site other than eBay's; or (dd) you do not have a right to link to or include. Furthermore, you may not list any item on our site (or consummate any transaction that was initiated using our service) that, by paying to us the listing fee or the final value fee, could cause us to violate any applicable law, statute, ordinance or regulation, or that violates our current Prohibited, Questionable and Infringing Items list.

6.2 Solely to enable eBay to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. eBay will only use Your Information in accordance with our Privacy Policy.

7. Access and Interference.

Our web site contains robot exclusion headers and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the

content contained herein without our prior expressed written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the eBay site or any auction being conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to eBay by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our website without the prior expressed written permission of eBay or the appropriate third party.

8. Feedback.

You may not take any actions which may undermine the integrity of the feedback system. If you earn a net feedback rating of -4 (minus four), your membership will be automatically suspended, and you will be unable to list or bid.

8.1 Export. You acknowledge that your feedback consists of comments left by other users and a composite feedback number compiled by eBay, and that the composite number without the comments does not convey your full user profile. Because feedback ratings are not designed for any purpose other than for facilitating trading between eBay users, you agree that you shall not market or export your eBay feedback rating in any venue other than eBay.

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

9. Breach.

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

10. Privacy.

We are TRUSTe and BBBOnline certified. These organizations are dedicated to building trust in the Internet by having member organizations such as eBay disclose information practices. Our policy on privacy is held to high standards by these independent third party organizations. Our current Privacy Policy is available (at <http://pages.ebay.com/help/community/png-priv.html>).

11. No Warranty.

WE AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state.

12. Liability Limit.

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

OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you.

13. Indemnity.

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

14. Legal Compliance.

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

15. No Agency.

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

16. Notices.

Except as explicitly stated otherwise, any notices shall be given by postal mail to eBay Inc. Attn: Legal Department 2125 Hamilton Ave., San Jose, CA 95125 (in the case of eBay) or to the email address you provide to eBay during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to eBay during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

17. Arbitration.

Any controversy or claim arising out of or relating to this Agreement or our services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in San Jose, California, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or eBay may seek any interim or preliminary relief from a court of competent jurisdiction in San Jose, California necessary to protect the rights or property of you or eBay pending the completion of arbitration.

18. Additional Terms.

The following documents are incorporated by reference:

18.1 Our Privacy Policy is available at <http://pages.ebay.com/help/community/png-priv.html>. We may change our Privacy Policy from time to time and our changes are effective after we provide you with at least thirty (30) days' notice of the changes by posting the changes on the announcements board and sending email to users who select such notification.

18.2 Our Outage Policy is available at <http://pages.ebay.com/help/community/png-extn.html>. We may change our Outage Policy from time to time and our changes are effective after we provide you with notice of the changes by posting the changes on the announcements board.

18.3 Our Board Usage Policy is available at <http://pages.ebay.com/help/community/png-board.html>. We may change the Board Usage Policy from time to time and our changes are effective after we provide you with notice of the changes by posting the changes on the announcements board.

18.4 Our Non-Binding Bid Policy is available at <http://pages.ebay.com/help/community/png-list.html>. This policy is available at <http://pages.ebay.aol.com/services/safeharbor/safeharbor-npb.html>. We may change the Non-Binding Bid Policy from time to time and our changes are effective after we provide you with notice of the changes by posting the changes on the announcements board.

18.5 Our Listing Policy is available at <http://pages.ebay.com/help/community/png-list.html>. We may change the Listing Policy from time to time and our changes are effective after we provide you with notice of the changes by posting the changes on the announcements board.

18.6 Our SafeHarbor Policy is available at <http://pages.ebay.com/services/safeharbor/safeharbor-investigates.html>. We may change the SafeHarbor Policy from time to time and our changes are effective after we provide you with notice of the changes by posting the changes on the announcements board.

18.7 Our Prohibited, Questionable & Infringing Item Policy is available at <http://pages.ebay.com/help/community/png-items.html>. We may change the Prohibited, Questionable & Infringing Item Policy from time to time and our changes are effective after we provide you with notice of the changes by posting the changes on the announcements board.

18.8 Our Non-Paying Bidder Policy is available at <http://pages.ebay.com/services/safeharbor/safeharbor-npb.html>. We may change the Non-Paying Bidder Policy from time to time and our changes are effective after we provide you with notice of the changes by posting the changes on the announcements board.

19. General.

This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

20. Disclosures.

The services hereunder are offered by eBay Inc., located at 2125 Hamilton Ave., San Jose, CA 95125. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this

information. Fees for our services are described at <http://pages.ebay.com/help/sellerguide/selling-fees.html>.

Parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. If you are interested in learning more about these protections, information is available at <http://www.worldvillage.com/wv/school/html/control.htm> or other analogous sites providing information on such protections. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.