

EBAY COMMERCE NETWORK PUBLISHER AGREEMENT

This eBay Commerce Network Publisher Agreement, including its Exhibit and all agreements and policies incorporated herein and by reference, including but not limited to the applicable country version of the ECN [User Agreement](#) and ECN [Privacy Policy](#) (collectively, the “Agreement”), is an agreement between eBay Inc., with an address at 2145 Hamilton Avenue, San Jose, California, 94125, USA (“eBay”) and you (“Publisher,” “you” or “your”). Please read this Agreement carefully. If you agree with the terms and conditions of this Agreement, then you may submit the online application form (“Application”) on the ECN Site to join the ECN Publisher Program.

1. ENROLLMENT IN ECN PUBLISHER PROGRAM AND AGREEMENT

To enroll in the ECN Publisher Program, you must complete and submit an Application. By submitting a completed Application, you acknowledge and agree that you have read and understand this Agreement and that, if your Application is accepted by eBay, then this Agreement shall, immediately upon such acceptance, become a legally binding agreement between you and eBay that governs your participation in the ECN Publisher Program. eBay will notify you of eBay’s acceptance or rejection of your Application. EBAY MAY REJECT YOUR APPLICATION, IN EBAY’S SOLE DISCRETION, FOR ANY REASON OR NO REASON AT ALL.

2. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

2.1 “Affiliate” means any entity which controls, is controlled by, or is under common control of either party. For purposes of this definition, “control” of an entity means having (i) direct or indirect ownership of more than fifty percent (50%) of the voting equity or beneficial interest of such entity, (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity, or (iii) management or operational control of such entity.

2.2 “ECN Data” means XML data and links delivered to Publisher in the form of an Application Programmer Interface (“API”) response, which may include, without limitation, product images, attributes and descriptions, as further described in, and provided pursuant to, this Agreement.

2.3 “ECN Marks” means any and all trademarks, trade names, service marks or logos provided through the eBay Commerce Network owned or licensed by eBay (other than any Publisher Marks licensed hereunder).

2.4 “ECN Publisher Program” means eBay’s affiliate marketing and sales revenue-sharing program, which allows Publishers to earn a share of Referral Revenue based on Merchant Referrals through a network of eBay websites, including without limitation, eBayCommerceNetwork.com, Shopping.com, Epinions.com, DealTime.com and PriceTool.com (and their respective versions in foreign jurisdictions) (the “eBay Commerce Network” or “ECN”).

2.5 “ECN Site” means the version of www.eBayCommerceNetwork.com applicable to the country of your target market.

2.6 “Intellectual Property” means all copyright, patent, trademark, trade secret, moral rights, authorship and other proprietary rights relating to any content, data, device, code or asset of any kind, including, without limitation, all rights necessary for the worldwide development, manufacture, modification,

enhancement, sale, licensing, use, reproduction, publishing and display of such content, data, device, code or asset.

2.7 “Mark” means any ECN Mark or Publisher Mark, as applicable.

2.8 “Merchant Referral” means each time that a User outside of Publisher’s IP address range(s) accesses the website of an online merchant by clicking on a store offer included in the ECN Data displayed on the Publisher Site for which eBay is compensated by the merchant, as measured using eBay’s standard tracking methods for the eBay Commerce Network (“Standard Tracking Methods”).

2.9 “Merchant Sales” means the total number of completed product sales that result from Merchant Referrals, as measured using eBay’s Standard Tracking Methods.

2.10 “Publisher Marks” means any and all trademarks, trade names, service marks or logos owned or licensed by Publisher (other than any ECN Marks licensed hereunder).

2.11 “Publisher Site” means the website(s), application(s), toolbar(s) or other online properties authorized to display the ECN Data, as identified in the Application.

2.12 “Referral Revenue” means the revenue received by eBay from Merchant Referrals, excluding an administrative deduction of 5% of the total received revenue to cover expenses such as credit card fees, chargebacks, bad debt, commissions and serving costs.

2.13 “Tracking Tag” means the unique identifier that must be accompanied by any request to receive ECN Data or included with any link to the eBay Commerce Network in order for the activity to be tracked and reported, and for Publisher to be compensated.

2.14 “User” means each end user of the Publisher Site.

3. LINKS FROM THE ECN API RESPONSE

3.1 Publisher may provide Users with access to ECN Data from areas of the Publisher Site in accordance with the terms and conditions of this Agreement. Specifically, shopping-related search queries made by Users shall be directed to the ECN API, which will return a response containing ECN Data that Publisher may display on the Publisher Site. Each element of ECN Data shall have a corresponding URL link (each, a “Link”) provided by eBay. Publisher must include a Tracking Tag for each request made to the ECN API.

3.2 Publisher shall not: (a) alter or change the look, feel or functionality of any Link without eBay’s prior written consent, (b) use links in connection with the ECN Data other than the Links provided by eBay, (c) use the Links in any way that may alter the look, feel or functionality of the ECN Site or other sites in the eBay Commerce Network, (d) use the Links other than to provide Merchant Referrals, or (e) use any information gained through participation in the ECN Publisher Program to solicit any eBay advertiser or client without the prior written consent of eBay.

3.3 Publisher’s participation in the ECN Publisher Program is subject to, and Publisher must at all times comply with, the ECN Application Programmer Interface (“API”) Requirements set forth in Exhibit A, attached hereto and incorporated by reference herein. Any violation of Exhibit A shall be deemed a material breach of Publisher’s obligations under this Agreement that must be remedied immediately.

3.4 eBay reserves the right to change the contents of the ECN Data, including, but not limited to, excluding categories or merchants from such ECN Data from time to time in its sole discretion, with or without notice to Publisher.

3.5 You hereby acknowledge and agree that eBay's servers may drop a cookie (which is a persistent cookie) on the User's browser anytime a User clicks on a deal displayed on the eBay Commerce Network which shall stay in the User's browser permanently unless the User deletes the browser cookies. The cookie is used to identify the User's browser with a unique user ID that eBay can read whenever the User either clicks elsewhere on the eBay Commerce Network or completes a purchase with a merchant that has implemented eBay's ROI Tracker. The ROI Tracker consists mainly of JavaScript code that the merchant includes in the post-checkout page of their website, which reads the user ID from the cookie and provides this user ID along with product and transaction information volunteered by the merchant. The user ID allows eBay to map the transaction to the original clicks eBay recorded from this User on the eBay Commerce Network.

3.6 Publisher shall not distribute or syndicate any ECN Data through any website other than through the Publisher Site without eBay's prior written consent.

3.7 Publisher represents and warrants that (i) the Publisher Site on which Publisher places ECN Data shall not contain or promote any Prohibited Content and (ii) Publisher shall not use, promote, host or display any ECN Data on any website or other media that contains or incorporates Prohibited Content. "Prohibited Content" shall mean: (a) indecent, obscene or pornographic material, hate speech, highly explosive subject matter (as determined by eBay), or any illegal subject matter or activities; (b) any materials that infringe or violate, or assist others to infringe or violate, any copyright, trademark or other Intellectual Property right of any other person or entity; (c) any incentive-based website, such as a lottery or sweepstakes site which rewards users for clicking on links; (d) any content that violates any ECN policies including the ECN User Agreement and ECN Privacy Policy; or (e) any content that encourages users to click on banner ads or other sponsored links to support the website.

3.8 Publisher shall immediately remove all ECN Data and ECN Marks from the Publisher Site and its servers upon termination of this Agreement. Publisher shall be solely responsible for the development, operation and maintenance of the Publisher Site, the technology used in connection with the Publisher Site and the means by which Users access the Publisher Site.

4. OWNERSHIP, INTELLECTUAL PROPERTY AND LIMITED LICENSE

4.1 Subject to your full compliance with this Agreement, eBay grants you a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free license during the Term to use (in compliance with eBay's standard trademark usage guidelines currently in effect, which are available upon request) the ECN Data and ECN Marks solely on the Publisher Site.

4.2 You acknowledge and agree that, this Agreement gives you no rights of ownership and no right, title or interest (including any associated Intellectual Property rights) in any or all of the ECN Marks or ECN Data, including, without limitation, product images, marks and descriptions. There are no implied licenses hereunder, and all rights not expressly stated herein to any Intellectual Property are reserved. You agree that you will not assert any Intellectual Property rights (including without limitation, copyright or trademark) in or to any ECN Marks or ECN Data, or any part of these items or any derivative work of these items. Except for the right to use the ECN Marks and ECN Data as set forth in Sections 3 and 4 of this Agreement, nothing contained in this Agreement shall be construed to grant you any right, title or

interest in or to any Intellectual Property of eBay, and you are prohibited from making any use thereof, of any nature, except as expressly authorized in this Agreement or otherwise in writing by eBay.

4.3 You agree that you will not use ECN Marks, ECN Data or Links in combination with any other name or mark, in connection with your own goods or services, or in any manner that may suggest or imply that you or your goods or services are supplied by, sponsored by, endorsed by or associated with eBay. You further agree that you will not adopt, use or attempt to register any trademarks or trade names that are confusingly similar to the ECN Marks. Any and all goodwill associated with or identified by the ECN Marks shall inure directly and exclusively to the benefit of eBay. Publisher shall not take any action that could be detrimental to the goodwill associated with the ECN Marks or with eBay.

4.4 Publisher shall not remove, obscure or alter any copyright notice or other marks contained in the ECN Data.

5. CONSIDERATION, PAYMENTS AND REPORTS

5.1 eBay will pay you a share of Referral Revenue generated in each calendar month (the "Commission"), calculated by eBay in its absolute and sole discretion. eBay may, at its sole discretion, adjust the calculation of the Commission at any time and is under no obligation to offer the same commission to every participant in the ECN Publisher Program. You acknowledge and agree that the Commission is based on eBay's Standard Tracking Methods.

5.2 eBay will pay you within forty-five days (45) after the end of each calendar month for all Commissions due under Section 5.1 from such month, less (a) any amount eBay determines, in its sole, good faith discretion, was not validly earned from proper use of the Links and (b) any taxes eBay may be required to withhold. Notwithstanding the foregoing, if you reside in Australia, the remainder of this Section 5.2 applies to you: Expressions in the following sentences bear the same meaning as those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth). With the exception of the deduction set forth in Section 2.12, all payments made to you under this Agreement shall be made without any deductions or withholdings for or on account of any taxes, duties or charges. If at any time any applicable law requires eBay to make any deduction or withholding in respect of taxes, duties or charges from any payment under this Agreement, eBay, shall, at the time that payment is due, deduct such additional amounts as are necessary and remit to the appropriate taxing authority.

5.3 In the event that the Commissions earned during any calendar month are less than: (a) if your target market is the United States, US\$10.00, (b) if your target market is the United Kingdom, GBP10.00, (c) if your target market is Australia, AU\$10.00 and (d) if your target market is France or Germany, Euro10.00, then in each case eBay shall have no obligation to remit such Commissions to you. If Commissions earned during any calendar month are less than the applicable minimum amount stated in the previous sentence, eBay shall continue to accrue your Commissions and shall have no obligation to pay such Commissions to you until the end of any such calendar month in which your aggregate Commission exceeds such minimum amount. eBay will keep and maintain records of Referral Revenue during the Term.

5.4 eBay will provide you with the ability to obtain a password that will enable you to enter a reporting site or an area of a reporting site made available by eBay. You may use the password to log in to that site solely to access information provided by eBay about Commissions owed to you and any other information provided by eBay. Any online reports are not guaranteed to be accurate and are subject to adjustments resulting from, among other things, a final accounting, deductions (see Section 5.2), traffic performance (see Section 5.5) or bad Merchant Referrals (see Section 5.7).

5.5 You acknowledge and agree that not all referrals are of similar quality, nor do all such referrals convert equally. eBay reserves the right to adjust the charges associated with each referral by ECN Publisher Program participants according to each participant's overall traffic performance. eBay may, in its sole discretion, adjust these merchant charges at any time and is under no obligation to assess the same charge to every participant's referrals.

5.6 Except as otherwise specifically provided in this Agreement, each party shall be responsible for all costs and expenses relating to the performance of its obligations hereunder. Each party shall be responsible for the remittance of taxes as required by law. Commissions paid to Publisher by eBay shall be inclusive of taxes and Publisher shall be responsible for the remittance of all taxes paid on Commissions. Publisher may be required to remit taxes that include, but are not limited to sales, use, excise, gross receipts, VAT or other similar taxes. Additionally, each party hereto shall be responsible for taxes based on its own income.

5.7 eBay shall, in its sole, good faith discretion, exclude "bad Merchant Referrals" in calculating Referral Revenue and the Commission. Examples of how eBay filters out artificial or bad-clicks in order to calculate Referral Revenue include, but are not limited to, the following: (a) more than two (2) clicks from the same IP address on the same Link within sixty (60) seconds, (b) more than two (2) clicks from the same IP address in one (1) second, (c) clicks from specific flagged IP and/or user agents that have been determined to be fraud or bots and (d) Referral Revenue generated via automated methods such as scripts.

5.8 eBay reserves the right to withhold payment from Publisher if Publisher has engaged in activity that is deceptive or fraudulent in nature, as determined by eBay in its sole discretion. Examples of such deceptive or fraudulent acts may include, without limitation, excessive bad Merchant Referrals, extraordinarily high numbers of repeat clicks and clicks from non-approved root URLs.

5.9 PUBLISHER UNDERSTANDS AND ACKNOWLEDGES THAT THERE IS NO GUARANTEE THAT ANY MINIMUM LEVEL OF REVENUE, OR ANY REVENUE, WILL BE GENERATED AS A RESULT OF THIS AGREEMENT.

6. TERM AND TERMINATION

6.1 The term of this Agreement (the "Term") shall commence on the date that you receive notice that your Application has been accepted by eBay and shall continue until terminated as provided herein. eBay may terminate this Agreement upon written notice, effective immediately upon the provision of such notice in accordance with Section 11.3 hereof, for (a) any material breach of this Agreement or (b) any reason or no reason at all. You may terminate this Agreement for any reason or no reason at all upon sixty (60) days written notice in accordance with Section 11.3 below.

6.2 Upon the termination of this Agreement, all license rights granted herein shall terminate immediately, and you shall immediately cease use of the ECN Data and the ECN Marks.

6.3 In the event of any termination of this Agreement, the obligations of the parties under this Agreement that by their nature would continue beyond such termination (including, without limitation, warranties including but not limited to those set out in Section 7, indemnification obligations including but not limited to those set out in Section 7, confidentiality including but not limited to those set out in Section 8, ownership and Intellectual Property rights including but not limited to those set out in Section 4) shall survive any such termination.

7. REPRESENTATIONS AND WARRANTIES; INDEMNITY

7.1 Each party represents and warrants that (a) if a party is an entity, it is duly organized, validly existing, and in good standing in the jurisdiction of its incorporation, (b) this Agreement is a valid agreement enforceable against that party according to its terms, (c) if a party is an entity, the person entering into this Agreement on behalf of such entity has been properly authorized and empowered to do so and (d) it has the right and authority to enter into this Agreement and grant all rights granted herein.

7.2 You represent and warrant that: (a) you shall comply with all applicable laws, rules and regulations relating to the performance of your obligations under this Agreement or to the Publisher Site; and (b) the Publisher Site and all the content thereon: (i) is owned or validly licensed for use by you or in the public domain and You have sufficient Intellectual Property rights necessary to fulfill your obligations and actions taken under this Agreement, (ii) does not constitute defamation, libel, obscenity or infringe any rights of publicity or privacy, (iii) does not infringe any copyright, patent, trademark or other Intellectual Property right, or otherwise infringe, violate or breach any duty toward or right of any person or entity, (iv) does not result in any consumer fraud or a breach of statutory consumer warranties or guarantees, product liability or breach of contract to which you are a party or which cause injury to any third party, (v) does not influence a search engine's result in a way that breaches such search engine's published policies including without limitation its "spam" policy, and (vi) does not and shall not contain objectionable material, including, without limitation, pornography, obscene language or other obscene content, or support for violent or hate groups.

7.3 You agree to defend, indemnify and hold eBay and its Affiliates, respective successors and permitted assigns, and the officers, directors, employees, and agents of each harmless from and against any and all present or future, actual or contingent losses, costs, claims, liabilities, damages, suits, actions. causes of action or expenses (including, without limitation, reasonable legal fees and other expenses incurred by eBay in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal)) ("Claims") arising from or in connection with (i) any breach of warranties or any provision of this Agreement or (ii) the gross negligence, willful misconduct or fraudulent acts or omissions of Publisher or its respective directors, officers, employees or agents in connection with the entry into or performance of this Agreement (whether or not the facts, matters or circumstances giving rise to such Claims are known to you or to any other person at the date of this Agreement).

8. CONFIDENTIALITY; PUBLICITY

8.1 Publisher acknowledges that by reason of its relationship to eBay under this Agreement, it may have access to certain information and materials concerning eBay's business, plans, customers, code and products that are confidential and may be of substantial value to eBay (herein "Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Such Confidential Information may be disclosed to Publisher by eBay either directly or indirectly, in writing, orally or by inspection of tangible objects or data feed or other electronic means.

8.2 Confidential Information does not include information that is generally known and available, or in the public domain through no fault of you or another party. Confidential Information includes, but is not limited to, the API, any keywords used in the ECN Publisher Program and eBay statistics, whether individually or compilations thereof.

8.3 Publisher agrees to maintain all Confidential Information received from eBay or relating to eBay and received by Publisher under or in connection with this Agreement, both orally and in writing, in

confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of eBay. Publisher further agrees to use the Confidential Information only for the purpose of performing its obligations under this Agreement.

8.4 Upon the termination of this Agreement or at any other time upon the written request by eBay, Publisher shall immediately (a) return to eBay in a secure manner, all Confidential Information (or such portion requested), including any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information, in whatever form, then in Publisher's possession or control or (b) permanently delete such Confidential Information from its computers and storage systems and media, and destroy any and all tangible copies thereof. You acknowledge and agree that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of your obligations hereunder, and that any such breach may allow you or third parties to act unfairly resulting in irreparable harm to eBay. Therefore, upon any such breach, suspected breach or threat thereof, eBay shall be entitled to seek an injunction and other appropriate equitable relief in addition to whatever remedies it may have at law. In addition, if eBay prevails in any legal dispute hereunder, it shall be entitled to collect its reasonable legal fees and expenses.

8.5 Publisher shall at all times comply with any applicable data protection and privacy laws, rules and regulations in all respects, including, without limitation, Data Protection Directive 95/46/EC and any relevant national legislation implementing the Data Protection Directive 95/46/EC and the Privacy Act 1988 (Cth) including but not limited to the National Privacy Principles set out in Schedule 3 of the Privacy Act 1988 (and any such amendments to the privacy laws, rules and regulations as applicable) notwithstanding any exemption that may otherwise apply.

8.6 Publisher shall not make any public statements or disclosures concerning the terms of this Agreement in any medium except with the prior written consent of eBay, or as required by law or the rules of any applicable stock exchange. eBay shall have the right to use the Publisher Marks, or to refer to Publisher directly or indirectly, in connection with any product, promotion, advertisement or publication of the ECN Publisher Program in any media.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) IN NO EVENT SHALL EBAY OR ITS AFFILIATES BE LIABLE TO PUBLISHER OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, STATUTORY, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, DIRECT, INDIRECT OR RELIANCE DAMAGES (OR ANY LOSS OF REVENUE, PROFITS OR DATA) OR OTHER LIABILITY WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, UNDER STATUTE OR ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (B) EBAY'S AGGREGATE LIABILITY ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAYABLE TO PUBLISHER UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. IN THE EVENT THAT THE LIMITATION OF LIABILITY IN THE IMMEDIATELY PRECEDING SENTENCE IS NOT ENFORCEABLE, EBAY AND ITS AFFILIATES' AGGREGATE LIABILITY IS IN ANY CASE LIMITED TO US\$5,000. PUBLISHER AGREES THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK AND ARE REFLECTED IN THE FEES PAYABLE UNDER THE ECN PUBLISHER PROGRAM.

NOTWITHSTANDING THE FOREGOING, IF THIS AGREEMENT IS GOVERNED BY THE LAWS OF GERMANY PURSUANT TO SECTION 11.9 BELOW, THE REMAINDER OF THIS SECTION APPLIES TO YOU: AS FAR AS NOT OTHERWISE AGREED IN THE FOLLOWING SENTENCES, EACH PARTY IS LIABLE FOR THE DAMAGE CAUSED BY THEIR PERFORMANCE ASSISTANTS FOLLOWING THE STATUTORY PROVISIONS. THE PARTIES' AND THEIR PERFORMANCE ASSISTANTS' LIABILITY FOR NEGLIGENCE SHALL BE LIMITED TO TYPICAL IMMEDIATE DAMAGE FORESEEABLE WHEN CONCLUDING THE AGREEMENT IN THE CASE OF A BREACH OF THOSE OBLIGATIONS UNDER THIS AGREEMENT, WHOSE PERFORMANCES MAKE THE AGREEMENT POSSIBLE, WHEN THE OTHER PARTY COULD GENERALLY RELY ON ITS COMPLIANCE AND THE BREACH WILL ENDANGER THE AIM OF THE AGREEMENT (ESSENTIAL CONTRACT OBLIGATIONS). THE COMPENSATION FOR INDIRECT DAMAGES AND LOST PROFITS ARE EXCLUDED. NEITHER PARTY SHALL BE LIABLE FOR SLIGHT NEGLIGENCE IN CASE OF BREACH OF NON-MATERIAL OBLIGATIONS UNDER THIS AGREEMENT. THE AFOREMENTIONED RESTRICTION ON LIABILITY SHALL NOT APPLY IN CASES OF MANDATORY STATUTORY LIABILITY, ESPECIALLY ACCORDING TO THE GERMAN PRODUCT LIABILITY ACT ("*PRODUKTHAFTUNGSGESETZ*"), IN CASE OF INJURY OF LIFE, BODY AND HEALTH, IN CASE OF GUARANTEES GIVEN BY EITHER PARTY AND CLAIMS BASED ON A DELAY OR IMPOSSIBILITY/INABILITY TO PERFORM THEIR OBLIGATIONS HEREUNDER EBAY IS NOT LIABLE FOR A BREAKDOWN OF THE RELEVANT SERVERS FOR THE EBAY COMMERCE NETWORK AND THE RESULTING AVAILABILITY OF THE EBAY COMMERCE NETWORK, UNLESS THE BREAKDOWN RESULTS FROM EBAY'S GROSS NEGLIGENT OR WILFUL ACTIONS. EBAY SHALL BE OBLIGED TO ABOLISH SUCH BREAKDOWNS IN REASONABLE TIME.

IF YOU HAVE ENTERED INTO THIS AGREEMENT THROUGH THE EBAY COMMERCE NETWORK AND SELECTED THE UNITED KINGDOM AS THE TARGET MARKET, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EITHER PARTY OR THEIR SERVANTS, AGENTS OR EMPLOYEES.

10. DISCLAIMER OF WARRANTY; RELEASE

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW EBAY AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE EBAY COMMERCE NETWORK, ECN DATA, ECN MARKS, ECN API OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, EBAY MAKES NO REPRESENTATION OR WARRANTY THAT THE LINKS, THE ECN API, THE OPERATION OF THE EBAY COMMERCE NETWORK, OR EBAY'S PROCEDURES AND SYSTEMS FOR TRACKING MERCHANT REFERRALS GENERATED BY THE PUBLISHER SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND EBAY WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. THE EBAY COMMERCE NETWORK, ECN DATA, ECN API OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR HARDWARE DEVICE(S) OR LOSS OF DATA THAT MAY RESULT FROM THE USE OF THE EBAY COMMERCE NETWORK, ECN DATA OR ECN API. FURTHER, EBAY AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF CONTENT ON THE EBAY COMMERCE NETWORK, ECN DATA OR ECN API, AND WILL NOT ASSUME ANY LIABILITY

FOR EBAY USERS' (A) PURCHASE DECISIONS (AND THE SUBSEQUENT USE OF PURCHASED PRODUCTS AND SERVICES) THAT MAY BE INFORMED BY THE INFORMATION PROVIDED BY THE EBAY COMMERCE NETWORK, ECN DATA OR ECN API OR (B) THIRD PARTIES' CONTENT, ACTIONS OR INACTIONS, OR YOUR INTERACTIONS WITH ANY THIRD PARTIES IN CONNECTION WITH THE EBAY COMMERCE NETWORK, ECN DATA OR ECN API. IF YOU HAVE A DISPUTE WITH ONE OR MORE THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE EBAY COMMERCE NETWORK, ECN DATA OR ECN API, YOU RELEASE EBAY AND ITS AFFILIATES (AND EACH OF OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN THE EVENT THE DISCLAIMER OF WARRANTIES IN THIS SECTION IS NOT ENFORCEABLE, EBAY AND ITS AFFILIATES AGGREGATE LIABILITY SHALL NOT EXCEED THE LESSER OF: (A) \$5000 OR (B) THE TOTAL AMOUNT PAYABLE TO THE PUBLISHER UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 12 MONTHS. BY ENTERING INTO THIS AGREEMENT YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING 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." IN ADDITION, YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY PROTECTION THAT MAY EXIST UNDER ANY COMPARABLE OR SIMILAR STATUTES OR PRINCIPLES OF LAW APPLICABLE IN JURISDICTIONS OTHER THAN CALIFORNIA AS IT PERTAINS TO THE ENFORCEMENT OF THE RELEASE IN THIS SECTION.

TO THE EXTENT PERMITTED BY LAW EBAY'S LIABILITY UNDER ANY WARRANTY THAT CANNOT LEGALLY BE EXCLUDED IS LIMITED IN ACCORDANCE WITH SECTION 9 OF THIS AGREEMENT.

11. GENERAL PROVISIONS

11.1 Neither party shall be liable for, or be considered in breach of or default under this Agreement, due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God, public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies, extraordinary market conditions or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care; provided that the non-performing party shall be excused from its non-performance of affected obligations only for so long as such circumstances prevail and such party continues to attempt to recommence performance whenever and to whatever extent possible without delay.

11.2 The parties to this Agreement are independent contractors. Nothing contained in this Agreement will be construed as creating or implying a joint venture, agency, legal partnership or employment relationship between the parties or their respective employees and contractors, and neither party will have the right, power or authority to bind the other or incur any obligation on the other's behalf without the other's prior written consent. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party. Unless expressly provided for in this Agreement, no benefit is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

11.3 Notices to you (including notice of changes to or termination of this Agreement by eBay) may be given by email from eBay or via the ECN Site. It is your responsibility to ensure that your email address and any other contact information you provide to eBay is updated and correct. Even if you do not receive an email notification, you will be deemed to have received any notice posted in the appropriate section(s) of the ECN Site. Notices to eBay may be emailed to the following addresses: if your target market is the United States, publishersus@ebaycommercenetwork.com; if your target market is the United Kingdom, publishersuk@ebaycommercenetwork.com; if your target market is Australia, publishersau@ebaycommercenetwork.com; if your target market is France, editeurs@ebaycommercenetwork.com; and if your target market is Germany, publishersde@ebaycommercenetwork.com.

11.4 The failure of either party to require or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance.

11.5 This Agreement and the accompanying Application sets forth the entire agreement, and supersedes any and all prior agreements, of the parties with respect to the subject matter hereof. eBay may change the terms and conditions of this Agreement by posting notice of such change on the ECN Site. Any use of the ECN Data after such notice is posted or delivered shall be deemed to be continued acceptance of this Agreement including its amendments and modifications. No change, amendment or modification of any provision of this Agreement by you shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties.

11.6 Publisher shall not assign, transfer or novate this Agreement, nor any right, interest, obligation or benefit under this Agreement, whether by assignment, merger, transfer of assets, sale of stock, bankruptcy, operation of law or otherwise, without the prior written consent of eBay and any attempt to do so without such written consent shall be void. You hereby consent that eBay may freely assign, transfer or novate this Agreement without notice to you. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

11.7 In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

11.8 Publisher acknowledges that monetary damages may not be a sufficient remedy for breach of this Agreement by Publisher and that eBay may, without waiving any other rights or remedies, seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond. All remedies, whether under this Agreement, provided by law, or otherwise, shall be cumulative and not alternative.

11.9 This Agreement shall be deemed to have been made in and shall be construed pursuant to: (a) if you have entered into this Agreement through the eBay Commerce Network and selected the United States as the target market, the laws of the United States and the State of California without regard to conflicts of law principles, and any disputes related to this Agreement shall be resolved in the state or federal courts located in Santa Clara County, California, to whose sole and exclusive jurisdiction and venue the parties hereto irrevocably submit; (b) if you have entered into this Agreement through the eBay Commerce Network and selected the United Kingdom as the target market, the laws of England and Wales without

regard to conflicts of law principles, and any disputes related to this Agreement shall be resolved in the courts of England and Wales, to whose sole and exclusive jurisdiction and venue the parties hereto irrevocably submit; (c) if you have entered into this Agreement through the eBay Commerce Network and selected Australia as the target market, the laws of New South Wales, Australia without regard to conflicts of law principles, and any disputes related to this Agreement shall be resolved in the courts located in New South Wales, Australia, to whose sole and exclusive jurisdiction and venue the parties hereto irrevocably submit; (d) if you have entered into this Agreement through the eBay Commerce Network and selected France as the target market, the laws of France without regard to conflicts of law principles, and any disputes related to this Agreement shall be resolved in the courts located in Paris, France, to whose sole and exclusive jurisdiction and venue the parties hereto irrevocably submit; or (e) if you have entered into this Agreement through the eBay Commerce Network and selected Germany as the target market, the laws of Germany without regard to conflicts of law principles, and any disputes related to this Agreement shall be resolved in the courts located in Berlin, Germany, to whose sole and exclusive jurisdiction and venue the parties hereto irrevocably submit.

Date of last revision: April 1, 2013.

Exhibit A

ECN Application Programmer Interface (“API”) Requirements

The following provisions shall govern your use of the API.

1. The following terms govern the contents and use of the API. eBay reserves the right to modify the terms of this Exhibit at any time, and such modifications will become effective immediately once posted on the ECN Site.
2. The terms of this Exhibit are an integral part of the Agreement to which it is attached. Breach of any of the terms of this Exhibit shall constitute a material breach of the Agreement and shall entitle eBay to avail itself of all legal remedies.
3. Publisher shall provide eBay with notice of the expected launch of ECN Data on the Publisher Site no later than five (5) business days prior to the launch date.
4. Publisher recognizes that as to certain aspects of this relationship, a breach by Publisher would result in irreparable harm to eBay. Accordingly, Publisher agrees that eBay is entitled to injunctive relief as to any breach of any provision of this Exhibit.

ECN Publisher Program API Use Requirements

The eBay Commerce Network API (“ECN API”) is a tool for submitting a query (e.g. keyword) to obtain eBay result data in XML format to be displayed on the ECN Publisher Program participants’ websites to end users.

The following are ECN API usage requirements which must be met by all participants in the ECN Publisher Program submitting queries to the ECN API, including Publisher.

1. Publisher shall provide email notice to eBay, including projected traffic volume, no later than two (2) business days prior to Publisher’s load testing of the API and shall limit test traffic volumes to expected production levels. eBay reserves the right to deny or require delay of load testing or launch based on available capacity.
2. Access to the ECN API and to information contained in ECN API result sets shall be solely through the Publisher Site and displayed only for Users. The ECN API results shall not be permitted or facilitated through any other website or means, whether under Publisher’s ownership and control or otherwise. No sub-licensing, re-packaging or other use (including “service bureau” use) shall be permitted.
3. Information returned by the ECN API shall not be edited or modified, stored or cached, unless otherwise previously agreed upon in writing by eBay.
4. Store offers returned by the ECN API must be displayed on a pre-existing web page, to a User and in the order received. The store (merchant) name and offer price must be displayed along with each store offer, and it must be made clear to the User that they are leaving the Publisher Site.
5. No substitution shall be made for page URLs included in ECN API result sets, and ECN API links shall direct Users to such page URLs within the same browser window and without any framing, redirection

(with the exception of redirection through a tracking system) or interstitial advertising (including pop-up or pop-under ads).

6. Publisher must include the eBay tracking image returned in the API result set on each page of the Publisher Site displaying ECN API results.

7. Queries to the ECN API must contain all required parameters, including apiKey, trackingId, visitorIPAddress, and visitorUserAgent.

8. No more than 250,000 ECN API queries may be submitted from Publisher per day, unless otherwise previously agreed upon in writing by eBay.

9. DNS caching, the use of localized DNS or hard coding the ECN API server IP address, should only be used in combination with the eBay time to live (TTL) DNS configuration of 4 hours.

10. Store offers returned by the ECN API shall not be commingled with Publisher or third-party store offers.

11. eBay will create a Publisher account in its system and supply Publisher with a specific Tracking ID. It is essential that Publisher include this tracking ID in all requests to the API so that the activity will be reported to Publisher's account to receive a share of Referral Revenue.

12. Minimum Number of Offers - For all results where store offers are returned, Publisher must display at least 3 store offers so that Users may perform a comparison. In the event that a result has fewer than 3 store offers, Publisher must display all available store offers.

13. Only a User can initiate a click out to a merchant site/store (Merchant Referral). You can only display offer URLs on the Publisher Site when the specific merchant details and offer information are prominently displayed. There must be a clear indication that the User is leaving your site to have the option to purchase the product.

Implementation Recommendations

When planning the implementation of the ECN API it is important to keep in mind that eBay frequently adds new XML elements and parameters to enhance the product offering. If you ensure that your implementation allows for this flexibility it will be easier to take advantage of these new elements.

If eBay changes or removes any existing field, eBay will provide you with advance notice.

Also, the order that the XML elements are returned should remain flexible. Depending on the result type, the elements may be returned in different orders.

Documentation

Please refer to the Implementation Guide at <http://developer.ebaycommercenetwork.com/docs> for detailed integration instructions.