

License Agreement

This Registered eBay Drop Off Location Program (the “REDOL Program”) license agreement (the “Agreement”) is made by and between eBay Inc. (“eBay”) and you.

In order to be a Registered eBay Drop Off Location (“REDOL Location”) and to use the REDOL Program logo, icon, text description and other REDOL Program branding elements that may be provided by eBay to you from time to time (collectively, the “REDOL Program Branding”), you must read and agree to the terms of this Agreement in the manner indicated by eBay. In addition, in order to be a Registered Location and to use the REDOL Program Branding, you first need to meet all qualifications described below. If you do not agree to the terms of this Agreement, and/or if you do not meet and maintain the requirements described herein, you are not eligible to be a REDOL Location, you may not use the REDOL Program Branding, and you may not appear in the Trading Assistant Directory. Further, if at any time you no longer meet the then-current licensing requirements for the REDOL Program Branding as determined by eBay, you must immediately cease using the REDOL Program Branding.

For the sake of clarity, each franchise organization (each, a “Franchisor”) must accept this Agreement prior to using (either directly or indirectly) REDOL Program Branding, and each franchisee of any such Franchisor (each, a “Member Franchisee”) must accept this Agreement prior to using (either directly or indirectly) REDOL Program Branding. Member Franchisees may not rely on any agreements between eBay and their Franchisor, and Franchisors may not rely on any agreements between eBay and their Member Franchisees.

This Agreement applies to the REDOL Program for www.eBay.com (the “eBay Site”) only. You are responsible for learning the different rules for participating in any REDOL Program associated with any of eBay’s international sites and engaging in activities as a REDOL Location in connection with any REDOL Program associated with any of eBay’s international sites, and you agree to comply with those rules before doing so.

General Terms Related to REDOL Locations and the REDOL Program.

You must meet various requirements as set forth in this Agreement in order to qualify to join the REDOL Program. You acknowledge that the license granted to you pursuant to this Agreement is a privilege and not a right, and eBay may revoke that privilege at any time.

REDOL Locations are not representatives, employees, independent contractors, or agents of eBay. eBay does not formally screen REDOL Locations to confirm a set of professional standards or credentials. eBay is not responsible for the acts or omissions of REDOL Locations, and eBay has no control over the quality, safety, or legality of the items advertised, the truth or accuracy of the listings or the ability of sellers to sell items.

All transactions and disputes between REDOL Locations and their clients are governed by the terms of the agreement between the REDOL Location and the client, not this Agreement or the eBay User Agreement. eBay encourages REDOL Locations to enter into written agreements with their clients that address all issues relevant to the relationship.

REDOL Locations are responsible for the content and paying all fees related to all listings that they facilitate, whether listed under their own eBay User ID or in the name of a client.

Qualification Requirements for Becoming a REDOL Location.

To qualify as a REDOL Location and use the REDOL Program Branding, you must meet and maintain the following requirements throughout the Term of this Agreement:

- (1) **Account Standing.** Your eBay account must be kept in good standing at all times and you must pay all fees due to eBay in accordance with eBay's then-current, generally applicable fee schedule as posted on the eBay Site. No separate charge will be assessed to you for use of the REDOL Program Branding in accordance with the terms of this Agreement;
- (2) **Sale Requirement.** In order to qualify for the REDOL Program, you must list and sell at least ten (10) Items (defined below) on the eBay Site in the three (3) months prior to the month during which you accept this Agreement, and all such sales must occur under your eBay User ID. Thereafter, at all times during the Term you must have listed and sold at least ten (10) Items (defined below) on the eBay Site in the prior three (3) months, and all such sales must occur under your eBay User ID;
- (3) **Feedback.** You must maintain a minimum feedback rating of 100 feedback, with at least a 98% positive rating at all times during the Term;
- (4) **Style Guide.** You must adhere to the terms of the Style Guide. As used herein, the term "Style Guide" means the then-current specific instructions you must adhere to, in addition to the terms of this Agreement, when using the REDOL Program Branding (e.g., style/color, format, positioning, white space etc.), which is hereby incorporated by reference. eBay may update or modify the Style Guide from time to time in eBay's sole discretion. eBay will notify you of any such updates and modifications via email (at the email address you provide to eBay), by posting a notice on the REDOL Program website currently located at www.ebaytradingassistant.com (the "Trading Assistant Site") or via some other reasonable form of notice selected by eBay, and you must comply with such updates and modifications within the time period identified by eBay in the notice. Please note, eBay may change the URL of the Trading Assistant Site from time to time with or without notice to you. The Style Guide is currently available at <http://www.ebaytradingassistant.com/include/static/redol/styleguide.pdf>, as such URL may be updated by eBay from time to time. It is up to you to review the Style Guide from time to time to make sure you are adhering to the requirements set forth therein. The Style Guide is incorporated herein by this reference;
- (5) **Customer Support.** You shall adhere to the following customer support standards:
 - 5.1 Unless you and Your Customer (defined below) agree otherwise in writing, or the eBay User Agreement or other eBay policy prevents you from doing so, you shall begin listing items provided to you by Your Customers (defined below) for sale on the eBay Site within seven (7) days of the date on which such items are provided to you;
 - 5.2 Unless you and Your Customer agree otherwise in writing, or applicable laws, rules, or regulations require otherwise, you shall provide each of Your Customers with a check for the proceeds of the sale of each item sold on the eBay Site within thirty (30) days of the date on which the buyer pays for the applicable item;
 - 5.3 Unless you and Your Customer agree otherwise in writing, for each of Your Customers that has an email address, you shall notify them (via email) when you

list an item on the eBay Site on their behalf, when each such item is paid for by the buyer, when each such item is shipped by you to the buyer and when the proceeds of the sale have been sent by you to Your Customer via email or via an online tracking mechanism. Notice of such events shall be provided within 3 (three) business days of the date on which the applicable event requiring notice occurs;

- (6) **Retail Locations.** You must establish a Retail Location where all of the services provided by you related to the REDOL Program (including without limitation, the receipt and listing of items to be sold on the eBay Site) shall be performed. Your Retail Location shall be open to the public at least 5 days a week. Your business hours must be posted on your REDOL Location storefront, and you must remain open during such business hours. As used herein, "Retail Location" means a physical store front that shall (i) be open to the public, (ii) have a sales counter, and (iii) have outside signage;
- (7) **Program Optimization.** You must participate in secret shopper, customer satisfaction surveys, a client feedback system and any such other efforts proposed by eBay for REDOL Location licensees to measure customer experience. For instance, eBay may institute a secret shopper program in which independent third parties will evaluate your Retail Location and the customer experience offered therein;
- (8) **Insurance Requirements.** You must maintain all insurance coverage required by State or Federal law. In addition, you must procure comprehensive general liability insurance covering your Retail Location(s) and activities on an occurrence basis with a combined single limit for bodily injury, death, or property damage of not less than \$1,000,000. You must also carry a \$25,000 bond to protect your seller's checks.
- (9) **eBay.com Dispute Resolution Programs.** You shall participate in dispute resolution programs, such as those that may be available on eBay.com, PayPal.com, SquareTrade.com, or NetNeutrals.com, or any other dispute resolution programs that may be mandated by eBay from time to time, to resolve disputes related to items sold by you on the eBay Site on behalf of Your Customers;
- (10) **Continued Membership.** You must maintain compliance with all requirements (including those enumerated above) specified by eBay for REDOL Locations for the duration of the Term of this Agreement. You acknowledge and agree that eBay may modify or add requirements, at any time in its sole discretion. eBay will notify you of any modifications affecting your eligibility to continue to be a REDOL Location and use the REDOL Program Branding via email (at the email address you provide to eBay), by posting a notice on the Trading Assistant Site, or via some other reasonable form of notice selected by eBay. Except as expressly set forth herein, all such amendments and changes will be effective on the date set forth by eBay in the notice. If you do not agree with any such changes, you must stop participating in the REDOL Location Program and stop using the REDOL Program Branding. Your continued participation in the REDOL Location Program and/or use of the REDOL Program Branding after the date on which an amendment or change becomes effective shall constitute your acceptance of the changes and amendments.

In addition to satisfying and maintaining the requirements set forth above, to qualify as a REDOL Location and use the REDOL Program Branding, you must comply with the following at all times during the Term:

- (1) The Code of Conduct set forth below;
- (2) All terms and conditions of your service(s) over and above those set forth herein that you pledge to any third party who has hired you, or is otherwise using your service(s) (such third party(ies), "Your Customer(s)"), to list, sell, and ship certain items owned by them via the eBay Site (such items, "Items");
- (3) The then-current eBay User Agreement that governs use of the eBay Site and all incorporated policies (including without limitation the links policy) ("eBay User Agreement"), the then-current eBay Privacy Policy that governs use of the eBay Site ("eBay Privacy Policy"), and all other then-current eBay policies pertaining to interacting with eBay, the eBay Site and/or the Trading Assistant Site. The terms of the eBay User Agreement and eBay Privacy Policy shall govern your transactions on the eBay Site as a buyer or seller. In the event of a conflict between this Agreement and the eBay User Agreement and/or eBay Privacy Policy relating solely to your status as a REDOL Location, this Agreement shall govern; provided, however, in all other instances, the eBay User Agreement and eBay Privacy Policy shall govern unless this Agreement expressly states otherwise. The eBay User Agreement is incorporated herein by this reference, and is currently available at <http://pages.ebay.com/help/community/png-user.html>. The eBay Privacy Policy is incorporated herein by this reference, and is currently available at <http://pages.ebay.com/help/policies/privacy-policy.html>;
- (4) The terms of this Agreement; and
- (5) The following REDOL Location Code of Conduct ("Code of Conduct"): You agree to abide by the following minimum conduct standards in your REDOL Location-related dealings with others during the Term of this Agreement:
 - a. You will not represent yourself as an employee, representative, partner, or agent of eBay. Further, you will not imply an affiliation with eBay or in any way suggest that eBay is involved with or endorses your products or services.
 - b. You agree that all business you conduct in your capacity as a REDOL Location, and all services you provide relating to the REDOL Program and the eBay Site, shall be performed in a manner that (a) avoids deceptive, misleading or unethical practices; and (b) does not harm eBay's reputation.

Use of REDOL Program Branding.

REDOL Locations who comply with the terms of this Agreement and meet and maintain all of the qualifications described above may use the REDOL Program Branding in accordance with this Agreement and the Style Guide. This license to use the REDOL Program Branding is nonexclusive, nontransferable, non-assignable, non-sublicenseable and royalty free. All rights not expressly granted herein are reserved by eBay. You acknowledge eBay's sole ownership of the REDOL Program Branding, and that nothing in this Agreement, your performance as a REDOL Location, or that may be implied by law gives you any right title or interest in the REDOL Program Branding. You agree to immediately cease all use of the REDOL Program Branding upon the expiration or termination of this Agreement.

REDOL Locations who do not meet and maintain the requirements described in this Agreement, are not eligible to use the REDOL Program Branding. Further, if at any time you no longer meet the then-current

licensing requirements for the REDOL Program Branding as determined by eBay in eBay's sole discretion, you must immediately cease using the REDOL Program Branding.

You may not use or display any REDOL Program Branding in a manner that implies an affiliation with eBay or in any way suggests that eBay is involved with or endorses your products or services. Any use of the REDOL Program Branding, or any other eBay protected material not specifically authorized in this Agreement is not permitted without eBay's prior written approval.

If you exceed the scope of the license granted herein or use the REDOL Program Branding in a manner that violates the Style Guide or is misleading or reasonably objectionable to eBay, eBay may immediately terminate the foregoing REDOL Program Branding license and remove you from the REDOL Location Program. Alternatively, instead of terminating the license in total, eBay may specify that certain of your uses may not contain the REDOL Program Branding. You shall not use any name or trademark confusingly similar to any eBay mark and/or in such proximity to any of your trademarks or third party trademarks so as to create a combination or composite mark. If eBay modifies the REDOL Program Branding and requests you to modify any use accordingly, you shall modify such items within the time frame identified by eBay in writing. You shall not form any combination marks with the REDOL Program Branding and any other mark.

Terms Specific To Taglines.

Without limiting the terms of this Agreement or the Style Guide, you hereby acknowledge and agree to the following tagline restrictions:

You may not use "eBay" in a tagline that you intend to serve as a brand for your REDOL Location and/or your activities in connection with the REDOL Program; however, you may create a descriptive tagline that includes the term "eBay" and use (during the Term of this Agreement) such descriptive tagline in connection with the services provided by you under the REDOL Program provided you comply with the following requirements (collectively, the "Tagline Requirements"):

- (1) You agree only to use the tagline descriptively. A tagline is considered to be descriptive if it solely describes something about the goods or services in connection with which it is used, such as a purpose or attribute of your business. A descriptive term is not considered inherently distinctive and cannot be registered as a trademark;
- (2) You agree never to claim trademark rights in the tagline, whether through a registration or under common law;
- (3) You agree not to challenge any third-party for use of the same or similar tagline;
- (4) You agree that eBay may, at its sole discretion, determine whether your tagline is not descriptive and ask you to cease use of a non-descriptive tagline in favor of a descriptive one; and
- (5) You agree that you will only refer to and display the term "eBay" in simple text. That is, it must be displayed in a single color, and the color and size must be the same as that used for the rest of the tagline. Also, the tagline must never use a staggered lettering format. "eBay" must always appear with a lowercase "e" and an uppercase "B": eBay.

Please note that it is your responsibility to make sure that the descriptive tagline you use does not infringe the rights (including, without limitation, trademark and other intellectual property rights) of any third-

party. It is not eBay's responsibility to clear your proposed taglines for your use; please consult your attorney with any questions you may have.

If you do not wish to create a descriptive tagline, you may use (during the Term of this Agreement) one of the following taglines in accordance with and subject to this Agreement (including, without limitation, the above Tagline Requirements) and the Style Guide:

- We Sell Your Stuff on eBay
- Drop Off Your Stuff and We'll Sell It on eBay
- You Drop It Off—We Sell It on eBay
- We Sell for You on eBay
- Drop Off Your Items—We Sell Them on eBay
- Bring Your Items to Us—We Sell Them on eBay

eBay Trading Assistant Directory.

The "Trading Assistant Directory" means the directory on the Trading Assistant Site which may be provided by eBay and which may contain certain contact and other information related to certain REDOL Locations and eBay Trading Assistants. The Trading Assistant Directory is provided to assist individuals in locating REDOL Locations and other eBay Trading Assistant. eBay may modify or remove the Trading Assistant Directory from the Trading Assistant Site at any time in eBay's sole discretion with or without notice to you. eBay retains sole control and discretion regarding the content that is included in the Trading Assistant Directory and the manner in which REDOL Location and eBay Trading Assistant information is listed within the directory. eBay's listing of a member in the Trading Assistant Directory does not constitute an endorsement or approval of the REDOL Location or the eBay Trading Assistant. eBay may remove you from the Trading Assistant Directory at any time in eBay's discretion with or without notice to you.

You shall comply with the following Trading Assistant Directory policies, as such policies may be updated from time to time by eBay with or without notice to you:

- (1) You shall not use inappropriate language on profile pages within the Trading Assistant Directory;
- (2) You shall not include more than one (1) individual location profile for each User ID within the Trading Assistant Directory;
- (3) You shall respond to requests made of you within the Trading Assistant Directory in a timely fashion;
- (4) You shall maintain current contact info within the Trading Assistant Directory;
- (5) You shall comply with all other Trading Assistant Directory policies (and all changes thereto) that may be posted by eBay from time to time on the Trading Assistant Site.

User Data Restrictions.

Notwithstanding anything contrary in this Agreement, you shall not: (i) collect personally identifiable information from any person that accesses any page of the eBay Site (an "eBay User") without their express permission; nor (ii) commercialize (sell, rent, or lease) any data or information about or pertaining to eBay Users ("User Data").

Notwithstanding anything to the contrary in the eBay Privacy Policy, if you are a Member Franchisee, by accepting this Agreement you hereby agree to allow eBay to provide your Franchisor with information related to Items sold by you, your activities on the eBay Site and/or your activities on the Trading Assistant Site and you represent and warrant that your Franchisor will use such information strictly in accordance with the eBay User Agreement and eBay Privacy Policy. Franchisors who accept this Agreement and receive any information from eBay about their Member Franchisees and/or their Member Franchisees' activities on the eBay Site and/or Trading Assistant Site hereby agree to use such information in accordance with the eBay User Agreement and eBay Privacy Policy.

Legal Compliance.

You must comply with all laws that govern consignment sales. When required, you will become licensed as businesses, brokers, dealers, auctioneers or other applicable forms of licensees before listing regulated items on eBay and will maintain required licensing in good standing during the duration of their sales on eBay. REDOL Locations that operate as storefront businesses must include accurate city and state item location in their listings, must include item serial numbers if available in their listings, and must record identification, billing and listing information of all consignors, must retain those records for at least sixty (60) days, and must make those records available to local law enforcement officials upon request during regular business hours.

REDOL Locations may not use the term "auction" or "auctioneer" in any name(s) they use for business purposes (including, without limitation, store names and name(s) they incorporate their business under) or advertising materials (including, without limitation, signage) to describe their sales on eBay unless they are licensed under their state laws as an auctioneer or auction business or in the traditional auctioneer business in a state that does not license traditional auctioneers. REDOL Locations may use the term "auction-style" instead. If you registered in the Trading Assistant Directory prior to January 15, 2008, you shall not be in breach of this paragraph if you use the term "auction" or "auctioneer" in the names you use for your business purposes related to the REDOL Program (including, without limitation, store names and name(s) you incorporate your business under) or advertising materials (including, without limitation, signage) provided you remove the term auction and auctioneer from the names you use for business purposes (including, without limitation, store names and names under which you incorporate your business) by April 30, 2008 and you remove the term auction and auctioneer from your advertising materials (including, without limitation, signage) by December 31, 2008. The sentence immediately preceding this sentence shall not limit your obligations under any other section of this Agreement including, without limitation, the Section entitled "Warranties; Disclaimer". Nothing herein shall limit eBay's right to terminate this Agreement in accordance with the Section entitled "Term and Termination of the Agreement".

REDOL Locations that are not licensed as motor vehicle dealers may not list vehicles using their eBay User IDs, unless they have an auto dealers license and the vehicles they list are part of their business inventory.

REDOL Locations may not post real estate or time share advertisements on eBay on behalf of third parties unless the REDOL Locations are licensed real estate agents.

Term and Termination of the Agreement.

The term of this Agreement shall begin upon your enrollment in the REDOL Location Program and will continue until terminated as provided below (the “Term”). This Agreement and all licenses granted hereunder automatically terminate if you breach any provision of this Agreement. eBay may terminate this Agreement and/or your license to use the REDOL Program Branding for convenience at any time by notifying you in writing, via email (at the email address you provide to eBay), or via some other reasonable form of notice selected by eBay. Without limiting the foregoing, eBay may immediately terminate your REDOL Location privileges and REDOL Program Branding usage at any time with or without notice to you if you violate the eBay User Agreement or eBay Privacy Policy or any term of this Agreement.

This sentence and the following Sections of the Agreement shall survive any expiration or termination of this Agreement: “Use of REDOL Program Branding” (solely with respect to eBay’s ownership of the REDOL Program Branding); “User Data Restrictions”; “Warranties; Disclaimer”; “Indemnification”; “Limitation of Liability”; “Release”; and “General”.

Warranties; Disclaimer.

You represent and warrant that you shall comply with all laws, regulations, rules, ordinances, and orders applicable to you, your business, products and/or services. You further represent and warrant that you shall comply with all laws, regulations, rules and ordinances, and orders applicable to your interactions with the Trading Assistant Site, your interactions with the eBay Site and/or use of the REDOL Program Branding. Additionally, you represent and warrant that: (a) you have all governmental approval, permits and licenses, and have made all governmental filings and registrations, necessary or prudent for the marketing and performance of your services, and (b) eBay is not required to obtain any governmental approval, permits or licenses as a result of this Agreement, eBay’s performance hereunder or any payments made by you hereunder.

EXCEPT AS EXPRESSLY STATED HEREIN, EBAY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EBAY DOES NOT REPRESENT OR WARRANT THAT THE TRADING ASSISTANT SITE OR THE EBAY SITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

Indemnification.

You agree that eBay will have no liability to you or any of Your Customers, and that you will defend, indemnify, and hold eBay, its subsidiaries and affiliates and their respective employees, officers and directors harmless from any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys’ fees (collectively, “Claims”) arising from or relating to: (i) your participation in the REDOL Program; (ii) your activities as a REDOL Location, including without limitation Claims related to the promotion, performance, or sale of your services, and/or your interactions with or use of the eBay Site and the Trading Assistant Site; (iii) your breach of this Agreement; (iv) eBay’s termination of this Agreement pursuant to the terms herein; and/or (v) infringement by any of your marks, taglines, products or services of a patent, copyright, trademark right or other intellectual property right of a third party or misappropriation of any third party trade secret, except where such item has been modified without authorization, and such modification is the basis of the Claim.

You will not enter into any settlement that affects eBay's rights or interest without eBay's prior written approval. eBay will have the right to participate in the defense at its expense.

Limitation of Liability.

IN NO EVENT WILL EBAY, ITS SUBSIDIARIES, AFFILIATES, OR SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING RELATING TO YOUR ROLE OR ACTIVITIES AS AN REDOL LOCATION, FAILURE TO ACHIEVE OR MAINTAIN THE REQUIREMENTS TO BE AN REDOL LOCATION, USE OF OR INABILITY TO USE ANY REDOL PROGRAM BRANDING, EVEN IF EBAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EBAY BE LIABLE TO YOU IN AN AMOUNT GREATER THAN ONE HUNDRED DOLLARS (\$100.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OF LIABILITY, SO THEY MAY NOT APPLY TO YOU.

Release.

If you have a dispute with one or more customers, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) 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. 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."

General.

- (1) **Governing Law; Venue.** This Agreement shall be construed in accordance with and governed exclusively by the laws of the State of California applicable to agreements made among California residents and to be performed wholly within such jurisdiction, regardless of such parties' actual domiciles. You agree that any cause of action arising under this Agreement shall be brought exclusively in a court in Santa Clara County, CA.
- (2) **Publicity.** You shall not make any public statement regarding the terms of this Agreement or any aspect thereof, (except to indicate that you are a REDOL Location where applicable) without eBay's prior written approval which may be withheld in eBay's sole discretion.
- (3) **Independent Contractors.** This Agreement does not create, and nothing contained in this Agreement shall be deemed to establish, a joint venture between the parties, or the relationship of employer-employee, partners, principal-agent or the like. Further, neither party shall have the power to bind the other without the other's prior written consent, nor make any representation that it has any such power.
- (4) **Assignment.** You may not assign your rights or delegate your duties hereunder without eBay's prior written consent which may be withheld in eBay's sole discretion, and any attempt to do so will be null and void.

- (5) **Severability.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way.
- (6) **Notice.** Except as expressly set forth here, Any notice by eBay under this Agreement may be made in writing, via email (at the email address provided by you), via the Internet or via some other reasonable form of notice selected by eBay in eBay's discretion, and shall be deemed given within twenty four (24) hours of the time on which it was sent, posted or otherwise provided by eBay. Any notice by you under this Agreement must be served on eBay's national registered agent and shall be deemed given once received.
- (7) **Entire Agreement; Waiver.** This Agreement (including all documents, agreements and policies incorporated herein by reference) sets forth the entire understanding and agreement of the parties regarding the REDOL Location Program, and supersedes any and all oral or written agreements or understandings between the parties, as to such program. Any amendments to this Agreement made by eBay via email or some other method that utilizes the Internet shall be considered a "writing" for the purposes of this Agreement. Any waiver of any provision of this Agreement will be effective only if in writing and signed by eBay. The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach. Except as expressly set forth herein, eBay may amend or modify any term of this Agreement by posting the changes on the Trading Assistant Site, by notifying you via email, or via some other reasonable form of notice as determined by eBay. Except as expressly set forth herein, and except as set forth by eBay in the applicable amendment notice, all such amendments and changes will be effective thirty (30) days after the date of such notice. If you do not agree with any such changes, you must stop participating in the REDOL Location Program and stop using the REDOL Program Branding. Your continued participation in the REDOL Location Program and/or use of the REDOL Program Branding after the date on which an amendment or change becomes effective shall constitute your acceptance of the changes and amendments. This Agreement may not be otherwise amended except in a writing signed by you and eBay.