

Roy, Lauren

Subject: Public submission in support of the ACCC draft re ebay notification N93365/ I give my permission for this to be placed on the Public Register [SEC=UNCLASSIFIED]
Categories: SEC=UNCLASSIFIED
ACCC Classification: SEC=UNCLASSIFIED

EXCLUDED FROM
PUBLIC REGISTER

From: Owltree [mailto:]

Sent: Wednesday, 25 June 2008 4:35 PM

To: Adjudication

Subject: Public submission in support of the ACCC draft re ebay notification N93365/ I give my permission for this to be placed on the Public Register

I give my permission for this to be placed on the Public Register.

To whom it may concern.

As an ebay seller/buyer I would like to fully support the draft notice to revoke immunity sought by ebay in relation to notification **N93365**.

I have read the eBay notification and their submissions to the ACCC about exclusive dealing along with the many submissions against the proposed conduct and the ACCC's draft notice of revocation, as outlined in the draft and in my previous submission, I believe eBay's proposed conduct would decrease competition and would not have an overall public benefit.

According to eBay's Terms and Conditions, they simply provide the venue and all transactions are between the buyer and the seller. As such, both parties to each transaction should be able to freely choose how each transaction is processed. PayPal has a history of locking accounts for extended periods of time pending investigation, whether the lock is justified or not. If eBay's exclusive dealing proposal is passed, anyone who is locked from PayPal will have no means of trading. For some eBay user's, this would mean a complete loss of income. If the proposal is not passed, people whom have been locked from PayPal are still able to trade.

The ACCC stated that there may be some increased protection for buyers with the implementation of the \$20,000 free protection. I would like to draw the ACCC attention to the new policy released by Paypal:

PayPal Buyer Protection Policy

2. Which policy applies to me?

If your purchase meets the requirements for the PayPal Buyer Protection Policy (set out in paragraph 4 below), PayPal may try to recover your payment from the seller, ie to attempt to reverse the PayPal transaction. **IMPORTANT: If you are eligible under PayPal's Buyer Protection Policy, and you claim that the item purchased is "significantly not as described" or you did not receive the item PayPal may attempt to recover your payment from the seller, but recovery of your payment, whether in whole or in part, is not guaranteed. However, where PayPal is unable to recover the whole or any part of your payment from the seller for a claim, PayPal may at its absolute and sole discretion, decide to make an ex gratia payment, not exceeding the financial limits set out in paragraph 3 below.**

In order to be considered for such a discretionary payment under the PayPal Buyer Protection Policy, your purchase must have all of the characteristics set out in paragraph 4 below and you must comply with all of the buyer responsibilities in paragraph 6 below. IMPORTANT: Payment by PayPal under PayPal's Buyer Protection Policy is at PayPal's absolute and sole discretion. You have no automatic entitlement to receive any payments. PayPal's Buyer Protection Policy does not indemnify you for the loss which you, as a buyer, may incur and it is not a contract of insurance.

3. Amounts that you may receive under PayPal's Buyer Protection Policy.

IMPORTANT: For purchases made on www.ebay.com.au there is a maximum discretionary payment amount of \$20,000.00 AUD.

PayPal is not obliged to pay any amount at all, or if it does decide to make a payment, to pay the maximum amount set out – you may, at PayPal's discretion, receive a payment which is less than the maximum of \$20,000.00 AUD, but PayPal will not pay more than the maximum discretionary amount.

Prior to last week, an INR or SNAD claim would have been paid in full, regardless of whether or not the seller had any funds in their PP account, up to the maximum amount of either \$400 or \$3,000 (tier-dependant). However, since the new policy came into effect, any amount over and above the amount recovered from the seller's account is to be paid at Paypal's sole discretion, and is not guaranteed.

In the last 7 days, whilst I've not heard of a single person receiving the full amount claimed via a Paypal dispute, there have already been several angry complaints that Paypal have only refunded the amount they were able to recover from the errant seller's account - in one case, just a few cents! - and this is the notification that all of them received from Paypal (their final sentence would almost be funny if it wasn't so tragic)...

After careful review, we have concluded our investigation of the Buyer Complaint described below.

We have decided in your favour, however, we were unable to recover any funds from the seller's account. As stated in the PayPal User Agreement, recovery of funds associated with a Buyer Complaint cannot be guaranteed.

Please know that we will make our best effort to recover the funds in question if they become available in the seller's account in the future, and will take appropriate action against the seller. Such action may include issuing a warning, a temporary restriction, or terminating the account. Keep in mind that PayPal uses a number of factors, including member complaints, to determine when to take action. Due to privacy laws, we cannot discuss the details of any action taken. We hope you understand our policy and that it reassures you that you are safe using PayPal.

As you can see although they are stating that these benefits are available, in their own policies they are denying liability to enforce them.
As a company they are untrustworthy as there is a hidden agenda within all the changes they are making.

The Australian Banking Industry has an excellent reputation for transaction processing and financial security, especially in the modern environment of online transaction processing over the internet.

I urge the ACCC to revoke eBay's immunity for the "PayPal only policy" given under Notification N93365 of 11th April 2008, and further urge the ACCC to instruct eBay that:

enforcing the "PayPal only policy" is a restriction in trade violation and;

eBay is to continue allowing non-PayPal forms of payment and;

eBay may not require (force) sellers to include "PayPal" as an accepted payment method.

I am quite happy to be contacted by the ACCC in relation to this submission or if any clarification is

required.

Yours sincerely,
Melinda Crockford