

## Past Policy Updates

This page shows important changes that were made to the PayPal service, its User Agreement, or other policies.

### Amendment to the PayPal User Agreement (including Seller and Buyer Protection Policy)

Effective Date: Nov 18, 2013

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- **PayPal will amend its User Agreement with effect as of the date stated above.**

PayPal will amend its User Agreement with effect as of the date stated above. You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to close your account ([https://www.paypal.com/at/cgi-bin/?&cmd=\\_close-account](https://www.paypal.com/at/cgi-bin/?&cmd=_close-account)) immediately without incurring any additional charges.

Please review the current [Standard Terms](#).

- **Amendments to the PayPal User Agreement**

1. **Ongoing User Agreement updates at signup**

We have added a new sentence in the introduction which reads as follows:

"All future changes of this User Agreement set out in the Policy Update already published on the "Legal Agreements" landing page of the PayPal website at the time you register for the Services are incorporated by reference into this Agreement and will take effect as specified in that Policy Update."

2. **Lifting receiving limits**

Section 4.1 (Lifting your receiving limit) is amended to reflect our procedures. The following steps are now required:

1. "Have a confirmed Funding Source connected to your PayPal Account (for the steps required for the Verified Status, please refer to Section 2.3 above).
1. Provide personal identification, such as a copy of your ID card."

3. **Unauthorized Transactions**

The last sentence of Section 12.1 has been slightly amended to make you aware that if you leave your device logged in and grant someone else access, we may hold you liable.

"[...] We will not seek to hold you liable for any unauthorised use of your Account by any person provided that we are satisfied that you have not acted deliberately or grossly negligent so as to enable any third person to gain access to your PayPal ID and/or password/PIN or to your device while you are logged in with PayPal."

4. **Personal Payments**

We have amended the sections on Personal Transactions in Schedule 1 (Table of Fees) to reflect that Personal Transactions may become available in Germany soon (on certain devices and in certain circumstances only) and to restate and clarify the section outlining the fees for Cross Border Personal Transactions.

#### Schedule 1. Table of Fees

Fees depend on whether a commercial transaction, a PayPal business payment or a personal transaction is made. A **"Commercial Transaction"** involves buying and selling goods and services, or payments received when you "request money" using PayPal. **"Personal Transaction"** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions. Please note that Indian registered Accounts may neither send nor receive personal transaction payments, and that the functionality of sending personal transaction payments from a German PayPal Account may not be available in all circumstances and from all kinds of devices.

A **"Domestic Transaction"** is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region. A **"Cross Border Transaction"** occurs when the sender and receiver execute a payment between PayPal Accounts which are not registered in the same country or region.

**Note:** reference to a percentage fee rate below refers to an amount equal to that percentage of the payment transaction amount.

1. **Personal Transactions**

When sending a Personal payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. If you send a personal payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of a personal payment will pay the transaction fee. This will be disclosed to you by the third party.

A Mobile Payment is a Personal Payment which is sent from the sender's portable device (e.g. mobile phone) to the recipient's portable device. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective fees when accepting the payment.

A payment is sent or received in the country where the respective PayPal Account of the User is registered.

The personal transaction fee will be shown at the time of payment.

a. **Domestic Personal Transactions**

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by - Credit Card
Domestic Personal Transaction	Sending or Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

b. **Cross-border Personal Transactions**

To determine the fee for a Cross Border Personal Transaction payment sent to a user in a specific country please follow the steps below.

**Note that either the sender or the recipient pays the fee, not both.** In most cases, the sender decides who pays the fee. Please refer to the above introduction on Personal Payments for more information.

1. Locate the recipient's country in the table below (in the first column from left).
2. Determine the region of the sender's country (second column).
3. Find the applicable fee based on the payment method used (third and fourth columns).

Recipient's Country	Sender's Country	Fee for payment fully funded by PayPal balance or bank account	Fee for payment fully or partially funded by debit card or credit card
Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland (including Åland Islands), Gibraltar, Greece, Hungary, Iceland, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Russia, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, U.K. (including Channel Islands and Isle of Man).	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.0%	4.4% + Fixed Fee
	All other countries	1.5%	4.9% + Fixed Fee
Belgium, France, French Guiana, Guadeloupe, Italy, Martinique, Mayotte, Netherlands, Reunion.	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.3%	4.7% + Fixed Fee
	All other countries	1.8%	5.2% + Fixed Fee
Germany	Northern Europe *	1.8%	3.7% + Fixed Fee

	US, Canada, Europe I **	2.0%	3.9% + Fixed Fee
	Europe II ***	3.0%	4.9% + Fixed Fee
	All other countries	3.3%	5.2% + Fixed Fee
<b>Poland</b>	Northern Europe *	0.9%	3.8% + Fixed Fee
	US, Canada, Europe I **	1.0%	3.9% + Fixed Fee
	Europe II ***	1.5%	4.4% + Fixed Fee
	All other countries	2.0%	4.9% + Fixed Fee
<b>Australia</b>	Anywhere	1.0%	3.4% + Fixed Fee
<b>Brazil</b>	Anywhere	1.0%	7.4% + Fixed Fee
<b>Japan</b>	Anywhere	0.3%	3.9% + Fixed Fee
<b>U.S. and Canada</b>	Anywhere	1.0%	3.9% + Fixed Fee
<b>All other countries</b>	Anywhere	0.5%	3.9% + Fixed Fee

\* Northern Europe: Denmark (including Greenland and Faroe Islands), Finland, Iceland, Norway, Sweden.

\*\* Europe I: Austria, Belgium, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain, United Kingdom (including Channel Islands and Isle of Man), Vatican City State.

\*\*\* Europe II: Albania, Andorra, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Poland, Romania, Russia, Serbia, Switzerland, Turkey, Ukraine.

Note: Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or the European Economic Area will be treated as Domestic Payments for the purpose of applying Fees.

Fixed Fee (based on currency of payment)

The Fixed Fee is based on the currency received as follows:

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.60 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF

Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Russian Ruble^:	10.00 RUB^
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

^ Subject to the commencement of PayPal's Russian Ruble service

## 5. Micropayment Fees

We have restated the section of micropayment fees. If you want to change your account so that these kind of fees are applicable, please contact our customer Service. Further we have included the fees directly into the user agreement (instead of an external site). The fees have not changed.

### "Micropayment Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account – please contact us if you want to do that. This rate will apply to all Commercial Transaction payments received into your PayPal account.

Activity	Fee
Receiving payments within Austria, in EUR or in Swedish Krona from within the EU or EEA	10% + Fixed Fee
Receiving payments from other countries or in other currencies	11% + Fixed Fee

Fixed Fee for micropayment pricing (depending on the payment currency received):

Argentine Peso:	0.80 ARS
Australian Dollar:	0.10 AUD
Brazilian Real:	0.20 BRL
Canadian Dollar:	0.10 CAD
Czech Koruna:	3.34 CZK
Danish Krone:	0.86 DKK
Euro:	0.10 EUR
Hong Kong Dollar:	0.78 HKD
Hungarian Forint:	30 HUF
Israeli Shekel:	0.40 ILS
Japanese Yen:	14 JPY
Malaysian Ringgit:	0.34 MYR
Mexican Peso:	1.10 MXN
New Zealand Dollar:	0.16 NZD
Norwegian Krone:	0.94 NOK
Philippine Peso:	4.64 PHP
Polish Zlotych:	0.80 PLN
Singapore Dollar:	0.16 SGD
Swedish Krona:	1.08 SEK
Swiss Franc:	0.18 CHF
Taiwan New Dollar:	4 TWD
Thai Baht:	3.36 THB
U.K. Pounds Sterling:	0.10 GBP
U.S. Dollar:	0.10 USD"

## • Amendments to the PayPal Buyer Protection Policy

It has been pointed out that the Buyer Protection Policy is independent from any agreement with Seller:

In Section 3.6 a new sentence has been added:

[...] "Please note that if you agree on delivery times that exceed or are close to 45 days after payment, you

may not have a chance to file a Buyer Protection claim.”

Section 6.5 has been restated as following:

*“6.5 Statutory Rights and Rights under your Purchase Agreement. The statutory and/or contractual rights of the buyer and seller are not affected by the PayPal Buyer Protection and are separate from the PayPal Buyer Protection program. PayPal does not act as representative for either buyer, seller or the recipient of the payment. PayPal only decides on the outcome of a PayPal Buyer Protection claim. Please note that following the seller's return policy (if any) can invalidate your potential claim in respect of the same item under PayPal Buyer Protection in certain circumstances. For instance, if the seller directs you to (and you proceed to) post the item to an address that does not correspond with our record, we may determine that you have not posted the item back to the seller in compliance with Section 5.2 above.”*

And a new insert has been made in Section 6.6:

*“[...] It is generally recommended to try resolving any disputes directly with the seller, rather than filing a PayPal Buyer Protection claim; however, please note that if you opt to resolve the issue directly with the seller, your right to raise a buyer protection claim remains subject to the requirements and timeframes set out in 3.6. and it is your responsibility to keep track of these requirements and deadlines.[...]”*

- **Other changes to the User Agreement and Buyer and Seller Protection Policy**

Sections of the PayPal User Agreement and the Buyer and Seller Protection Policy have been amended to make editorial changes, clarify existing wording and correct typographical errors.

## **Amendments to the Privacy Policy**

Effective Date: Oct 18, 2013

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- **Amendments to the Privacy Policy**

### **1. Information We Collect**

We have amended section 3 to outline details of further information that we may request from you when you use certain functionalities provided by us, to clarify the types of information about you and your business that we may obtain from credit reference or fraud agencies, to clarify the types of public information about you and your business that we may obtain from social media platform and to outline how and why we may collect and use information about you from transaction related communication on PayPal's or eBay's conflict resolution platforms.

The part of section 3 labelled “**Our Use of Cookies**” **has been** relabelled as “Our Use of Cookies, Web Beacons, Local Storage and Similar Technologies”. We have amended this section to further clarify how and why PayPal uses these technologies, with further detailed explanations found [here](#).

The amended parts of section 3 now read as follows (presented in context with the clause heading):

#### **" 3. Information We Collect**

##### **Required Information**

*To open a PayPal account or use the PayPal Services, you must provide your name, address, phone number, and email address. In order to make payments through the PayPal Services, you must provide credit card, debit card or bank account information. We also ask you to choose two different security questions to answer (such as your city of birth or your pet's name). This required information is necessary for us to process transactions, issue a new password if you forget or lose your existing password, protect you against credit card fraud and current account fraud, and contact you should the need arise in administering your account or the PayPal Services.*

*We will also require other commercial and/or identification information if you send or receive certain high-value transactions or high overall payment volumes through the PayPal Services or as is otherwise required in order for us to comply with our anti-money laundering obligations under European law.*

*When you access PayPal using a mobile device (e.g. a smartphone), we may additionally collect and store device sign-on data (including device ID) and geolocation data in order to provide our services.*

*If you use certain functionalities provided by us (such as the PayPal Here Functionality available in your mobile app) we may ask you to upload a picture of you in order to provide these specific services.*

...

##### **Information about You from Third Parties**

*In order to protect all our customers against potential fraud, we verify the information you provide with the "Payment Processors" and/or "Credit Reference and Fraud Agencies" listed in the table under the section "Disclosure to Third Parties other than PayPal Customers" below. In the course of such verification, we receive personally identifiable information about you from such services. In particular, if you register a credit card or debit card or bank account with PayPal, we will use card authorisation and fraud screening services to verify that your bank or card information and address match the information you supplied to PayPal, and that the card has not been reported as lost or stolen.*

*If you send or receive high overall payment volumes through the PayPal Services, or if as a merchant have limited selling history, in some circumstances we will conduct a background check on your business by obtaining information about you and your business, and potentially (if legally permitted) also about your directors, shareholders and partners, from a credit reference or fraud agency such as Dun & Bradstreet, as listed in the table under the section entitled, "Disclosure to Third Parties other than PayPal Customers" below. If you owe us money, we may conduct a credit check on you by obtaining*

additional information about you from a credit reference or fraud agency, to the extent permitted by law. PayPal, at its sole discretion, reserves the right to periodically retrieve and review a business and/or consumer credit report supplied by such credit reference or fraud agency for any account, and reserves the right to close an account based on information obtained during this credit review process.

If you use your PayPal account to sell items, we may also collect public information about your business and your behaviour on social media platforms (such as the e-mail address and the number of "likes" and "followers"), to the extent relevant to confirm an assessment of your transactions and/or your business, including its size and the size of its customer base.

We may also collect information from members of the eBay Inc. corporate family or other companies (subject to their privacy policies). If you are sending transaction related communication on PayPal's or eBay's conflict resolution platforms to your buyer or seller, we may collect such information in order to assess your transactions and any risk associated with your activities, as well as for fraud detection, prevention, and or remediation of fraud, or other illegal actions or to detect, prevent or remediate violations of policies or the applicable user agreements.

...

#### **Our Use of Cookies , Web Beacons, Local Storage and Similar Technologies**

When you visit or interact with our sites, services, applications, tools, advertising, and messaging (such as email), we or our authorised service providers may use cookies, web beacons, and other similar technologies for storing information to help provide you with a better, faster, and safer experience. This page is designed to help you understand more about these technologies and our use of them on our sites and in our services, applications, and tools. Below is a summary of few key things you should know about our policy related to the use of such technologies. You can review our full policy [here](#).

We offer certain site features, services, applications, and tools that are available only through our use of these technologies. You are always free to block, delete, or disable these technologies if your browser or device so permits. However, if you decline cookies or other similar technologies, you may not be able to use certain site features, services, applications, or tools. You may also be required to re-enter your password more frequently during a session. For more information on how you can block, delete, or disable these technologies, please review the Help section of your browser, add-on, application, or device.

Where applicable, we protect our cookies and other similar technologies so that only we and/or our authorised service providers can interpret them by assigning them a unique identifier that is designed for interpretation only by us. You may encounter cookies, web beacons, or other similar technologies from authorised third parties, commonly called service providers, that we have contracted with to assist us with various aspects of our site operations, or to provide you our services, applications, and tools. We use both "session" and "persistent" cookies, as well as first-party and third-party cookies and similar technologies.

Our uses of these technologies fall into the following general categories:

1. **Operationally Necessary** – allow us to operate our sites, services, applications, and tools, and ensure their safety and security, and allow you to access these sites, services, applications, and tools;
2. **Performance-Related** – are useful in order to assess the performance of our sites, services, applications, and tools;
3. **Functionality-Related** – offer you enhanced functionality when using our sites, services, applications, and tools; and
4. **Advertising- or Targeting-Related** – are used by us or our third-party advertising providers to deliver content, including advertisements relevant to your interests.

We may work with third-party companies, commonly known as service providers, who may place third-party cookies, web beacons, or similar technologies for storing information on our sites or in our services, applications, and tools with our permission. These service providers help us operate our sites, applications, services, and tools, and provide you with a better, faster, and safer experience;

Our sites, services, applications, and tools may use third parties, such as network advertisers and ad exchanges, to serve advertisements. These third-party ad networks and exchange providers may use third-party cookies, web beacons, or similar technologies to collect information to provide you with their services. They may also collect your device identifier, IP address, or identifier for advertising (IDFA), which may be used to tailor the advertising you see on our sites or elsewhere on the web."

## **2. Our Use and Disclosure of Information**

The part of section 4 labelled "Internal Uses" has been amended to clarify how we may use your personal information and now reads as follows:

#### **"Internal Uses**

We collect, store and process your personal information on servers located in the United States and operated by our parent company, PayPal Inc and elsewhere in the World where PayPal facilities are located. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to:

1. provide the services and customer support you request;
2. resolve disputes, collect fees, and troubleshoot problems;
3. detect, prevent , and/or remediate fraud or other potentially illegal or prohibited activities, or to detect, prevent or remediate violations of policies or applicable user agreements ;
4. customise, measure, and improve our services and the content and layout of our website;
5. deliver targeted marketing and advertising, service updates, and promotional offers based on the communication preferences you have defined for your PayPal account (please refer to the section "Our Contact with PayPal Customers" below) and your activities when using the PayPal

Services; and

6. *compare information for accuracy, and verify it with third parties."*

The part of section 4 labelled "Disclosure to Other PayPal Customers" has been amended to clarify the circumstances in which we may share certain elements of your information. The amended segment of this part of section 4 now reads as follows (presented in context with the clause heading):

**"Disclosure to Other PayPal Customers**

*If you are a registered PayPal user, your name, email address, Skype ID (if applicable), phone number (if applicable) date of sign-up, the number of payments you have received from verified PayPal users, and whether you have been verified to have control of a bank account are made available to other PayPal customers whom you have paid or senders who are attempting to pay you using the PayPal Services. If you are a Business account holder, we will also display to other PayPal customers the website address (URL) and customer service contact information that you provide us. In addition, this and other information may also be shared with third parties when you use these third parties to access the PayPal Services. However, your credit card number, bank account and other financial information will not be revealed to anyone whom you have paid or who has paid you through the PayPal Services or third parties that use the PayPal Services, except with your express permission or if we are required to do so pursuant to credit card rules, a court order or other legal process.*

*If you are buying goods or services and pay through PayPal, we may provide the seller with the delivery address for the goods and your billing address to complete your transaction. If an attempt to pay your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful payment. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.*

*If you are using the PayPal Here Functionality on your mobile app, we may share your picture that you have stored with your mobile app with the seller with whom you are attempting to transact in order to verify your identity, as well as the fact that that you are within local reach as a customer.*

..."

**3. Our Use and Disclosure of Information - Disclosure to Third Parties other than PayPal Customers**

The part of section 4 labelled "Disclosure to Third Parties other than PayPal Customers" now includes a new paragraph c. which explains how and why we may disclose certain information about you as a merchant to our integration partners. The new paragraph c. reads as follows (presented in context with the root clause):

**"Disclosure to Third Parties other than PayPal Customers**

*PayPal will not sell or rent any of your personal information to third parties for their marketing purposes without your explicit consent, and will only disclose this information in the limited circumstances and for the purposes described in this policy. This includes transfers of data to non-EEA member states. Specifically, you consent to and direct PayPal to do any and all of the following*

...

*c. If you as a merchant use a third party to access or integrate PayPal, we may disclose to any such partner the status of your PayPal integration, whether you have an active PayPal account and whether you may already be working with a different PayPal integration partner."*

**Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.**

**In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.**

Paragraph d (formerly paragraph c) of the part of section 4 labelled "Disclosure to Third Parties other than PayPal Customers" has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared as set out in the table below.

Please note we have clarified at the entry relating to Credit Reference and Fraud Agencies that, in addition to the stated purposes, PayPal uses your personal information to detect, prevent, and/or remediate fraud or other illegal actions, or to detect, prevent or remediate violations of policies or applicable user agreements.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
<b>Customer Service Outsourcing</b>			
	ePerformax Contact Centers & BPO (USA), Genpact International Inc. (USA)	Customer services regarding payments relating to North America and Asia	Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and

			transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.
<b>Credit Reference and Fraud Agencies</b> <b>Please note that in addition to the stated purposes below, PayPal uses your personal information to detect, prevent, and/or remediate fraud or other illegal actions, or to detect, prevent or remediate violations of policies or applicable user agreements</b>			
	CRIF (Italy), Cerved B.I (Italy), Coface (France), Synectics Solutions Limited (UK), MCL Hunter (UK), GB Group plc (UK), Graydon (UK), iQor Recovery Services Limited (UK), Capita Plc (UK), UK Data Limited (UK), ICC Information Limited (UK), Payment Trust Limited (UK), 192.com (UK), 192.com Limited (UK), i-CD Publishing (UK) Limited (UK), Experian Netherlands BV (Netherlands), Experian Bureau de Credito SA (Spain), Informa D&B SA (Spain), and CRIBIS D&B S.r.l. (Italy).	To verify identity, verify linkage between a customer and its bank account or credit/debit card, assist in making decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.  <b>Please note that data disclosed to these agencies may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.</b>	Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate) and relevant transaction information (if appropriate).
	Accumio Finance Services GmbH (Germany), CEG Creditreform Boniversum GmbH (Germany), Bürgel Wirtschaftsinformationen GmbH & Co. KG (Germany)	To verify identity and address and retrieve contact phone numbers and addresses, establish risk associated with address, identity, research and testing as to appropriateness of new products and services.  to assist in making decisions concerning the credit worthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and merchants, including without limitation, in relation to credit products offered by PayPal and offering direct debit payments as payment method.  <b>The creditworthiness scores that we request from these agencies that include scores that are calculated according to mathematical-statistical procedures.</b>  <b>Please note that the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</b> <ul style="list-style-type: none"> <li>◦ retained by the database for audit purposes and for scoring of such customer's creditworthiness;</li> <li>◦ any such score may be disclosed to other third parties for the purpose of gauging creditworthiness. and</li> <li>◦ transferred outside of the EU and on a global basis.</li> </ul>	Name, address, date of birth, email address, account status, account balance, and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.

		For details please refer to the information section at the end of this document.	
	SCHUFA Holding AG (Germany), infoscore Consumer Data GmbH (Germany)	<p>To verify a customer's identity and address, carry out checks for the prevention and detection of failing direct debit payments, and of crime including fraud and/or money laundering, including checks on the linkage of the customer and its bank account, to help determine creditworthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and of merchants, and for research and testing as to appropriateness of new products and services.</p> <p><b>The creditworthiness scores that we request from these agencies that include scores that are calculated according to mathematical-statistical procedures.</b></p> <p><b>Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</b></p> <ul style="list-style-type: none"> <li>◦ retained by the database for audit purposes and for scoring of such customer's creditworthiness;</li> <li>◦ any such score may be disclosed to other third parties for the purpose of gauging creditworthiness and</li> <li>◦ transferred outside of the EU and on a global basis.</li> </ul> <p>For details please refer to the information section at the end of this document.</p> <p><b>Further, in relation to customers who have a German PayPal account, the information on a failed direct debit payment may be</b></p> <ul style="list-style-type: none"> <li>◦ retained by the infoscore database for audit purposes and;</li> <li>◦ (without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments.</li> </ul>	Name, address, email address, date of birth, gender, bank account details, information on failed direct debit payments from a bank account (without linkage to the identity of the customer), and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account.
	Creditreform Berlin Wolfram KG, Verband der Vereine Creditreform e.V. (Germany)	To determine creditworthiness of merchants.	Name, address, email-address.
	Fraudscreen Ltd (UK)	To evaluate level of fraud risk	Name and address
	LexisNexis (UK)	To assist with customer authentication	Name, address and date of birth
	Trustev Ltd (Ireland)	To establish identity through customer's social media data, connections and credentials	Name, address, date of birth, email address and account number
	Tracesmart Ltd (UK)	To identify customers and assist with fraud detection, prevention, and or remediation of fraud, or other illegal actions or to detect, prevent or	Title, name, address, date of birth and telephone number

		remediate violations of policies or the applicable user agreements.	
	Zoot Enterprises, Inc. (USA)	To process technical applications and to provide a data and document gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies. To also aggregate data from internal and external data sources and provide statistical analysis in order to assess the risk of fraud.	All account information and documents supplied by customers, to include information used to provide identity and address. This information may also include IP addresses.
	First Data Corporation (USA)	To process merchant-initiated and customer-authorized transactions and to provide account/card processing services, to store transaction, payment and other customer data related to those transactions.	All account information and documents supplied by customers, to include information used to provide identity and address.
	La Banque de France (France), GB Group plc (UK), SysperTec Communication (France)	Research and testing as to appropriateness of new products and services used to establish risk associated with address, identity, and associated with a customer's credit worthiness.	Name, address, date of birth, phone number, email address
<b>Financial Products</b>			
	TSYS Card Tech Limited (UK), TSYS Managed Services EMEA Limited (UK), PrePay Technologies Limited (trading as PrePay Solutions) (UK)	To conduct joint marketing campaigns for PayPal pre-paid card and risk and fraud modelling and to enforce terms and conditions for PayPal prepaid card.	Name, address, email address, date of birth and account information.
	United Kapital Limited (UK) and United Kapital Limited, LLC (USA)	To enable you (or the merchant with which you transact) to use products issued by United Kapital with PayPal.	Only for PayPal merchants applying for and using products issued by United Kapital Limited: Name, business name, address, date of birth, copies of identification documents, PayPal identification (merchant ID), email address, phone number, transaction information (including, without limitation, number of PayPal transactions and transaction volume with PayPal), length of time as a PayPal user and, as the case may be, termination of the PayPal account. For customers of those merchants: transaction information, name, email address, phone number, address and PayPal identification number.
<b>Marketing and Public Relations</b>			
	Salesforce.com, inc. (USA)	To store merchant contact information as well as other supporting information about the business relationship.	Name, address, phone number, email address business name, URL PayPal Account ID and other supporting information about the business relationship, such as (without limitation) name of contact person and contact

			information at merchant and/or partner through which merchant has been onboarded, description of products sold through PayPal, communication notes and onboarding information, internal decisions about the merchant, revenue calculations and other information on the merchant's business as made available by the merchant, and information relevant for special integrations of merchants, name and address of bank.
	Medallia, Inc (USA)	To conduct customer service surveys.	Name, email address, type of account, type and nature of PayPal services offered or used and relevant transaction information.
	Business support services – b2s (France)	To store merchants' contact information for marketing communications to propose those merchants.	Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.
	Mediaplex Inc. (USA)	To execute and measure retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.	Name, email address, phone number, and/or PayPal Account ID (as appropriate) as well as device ID used by a specific person, content of advertisements to be delivered and segmentation in a user group for advertisement purposes
	Facebook, Inc (USA) and Facebook Ireland Limited (Ireland)	To allow PayPal to facilitate the sharing by a PayPal user of transaction details that relate to a purchase made by that PayPal user with users of the Facebook platform (only when initiated by that PayPal user) and to implement failover carrier billing; to show Facebook users advertisements on Facebook -	Name of merchant, merchant website URL, description of item purchased and price of item; e-mail address associated with PayPal users (without indicating account relationship).
	SurveyMonkey Spain, Sucursal em Portugal (Portugal) and SurveyMonkey.com, LLC (USA)	To assist in carrying out user surveys.	Name, email address and details of customer campaign interaction.
	Nanigans, Inc. (USA), Fiksu, Inc. (USA), Ad- X Limited (UK)	Help identify behaviour in the mobile app in order to guide decision about targeted marketing; to help efficiently handling and optimising mobile campaigns on social networks and elsewhere in the web	device ID used by a specific person, events in the mobile app about the use of the mobile app by a specific user (including, without limitation, login, successful completion of the transaction), but no payment and financial information details  content of advertisements to be delivered to a specific users and, as appropriate, segmentation group for advertisement purposes to which such person belongs

			to
	Purepromoter Ltd t/a Pure360	To send service related and (depending on opt-in settings) promotional SMS messages to PayPal users.	Mbbile Number
	Pepper Global (Germany)	To execute marketing campaigns for existing merchants and prospects	Mbbile Number
<b>Operational services</b>			
	Dr. Frankenheim & Partner Lawyers (Germany, Austria), NCO Europe Limited (UK), Robinson Way Limited (UK), Intrum Justitia Limited (UK), IQOR Recovery Services Limited (UK), Capita Plc (UK), Compagnie Francaise du Recouvrement (France), EOS Solutions UK Plc (UK), Transcom Worldwide S.A. (UK), Transcom Worldwide (UK) Limited (UK), Newman & Company Limited (UK), Clarity Credit Management Solutions Limited (UK), eBay Europe Services SARL (Luxembourg); EOS Solution Deutschland GmbH (Germany), EOS Aremas Belgium SANV (Belgium), EOS Nederland B.V. (the Netherlands), Avato Infoscore GmbH (Germany), Avato Services Iberia (Spain), Infoscore Iberia (Spain), Transcom WorldWide (France), SAS (France) Transcom WorldWide S.p.A (Italy)	To collect debt.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities and name of funding source provider.
	KSP Kanzlei Dr. Seegers (Germany), BFS Risk & Collection GmbH (Germany); HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)	To collect debt; to handle reporting to credit reference agencies about defaulting customers.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, name of funding source provider, applicable details of account behaviour and correspondence relevant for reporting to credit reference agencies.
	Webbank (USA)	Only for customers who are also customers of Bill Me Later, Inc.: to help with accounting and recovery services	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
	Zyklop Inkasso Deutschland GmbH (Germany), PNO inkasso AG (Germany)	To collect and manage debt, to support collections teams in case of insolvent customers	Name, address, phone number, account number, email address, account type, account status, last four digits of financial instruments account, sort code and name of funding source provider, account

			balance, date and amount of last payment, results of creditworthiness checks
	Akami Technologies Inc. (USA)	Content delivery network – to deliver PayPal page content from local servers to users.	User IP address and cookies.
	ITELLIUM mobile Solutions GmbH (Germany); CartaSi S.p.A - Gruppo ICBPI (Italy)	To assist in the production of innovative payment methods (e.g. applications) and processing of payments through such innovative payment methods.	All account information.
	Zoot Enterprises, Inc. (USA)	To process technical applications and to provide a data and document gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies.	All account information and documents supplied by customers such as proofs of identity and address
<b>Group companies</b>			
	PayPal Europe Services Limited (Ireland), eBay Europe Services Limited (Ireland), PayPal Malaysia Services Sdn Bhd (Kuala Lumpur), PayPal Israel Ltd (Israel), PayPal India Private Limited (India), PayPal (UK) Ltd (UK), PayPal France S.A.S. (France), PayPal Deutschland GmbH (Germany), PayPal Spain SL (Spain), PayPal Italia Srl (Italy), PayPal Nederland BV (Netherlands), PayPal European Marketing SA (Switzerland), PayPal Polska Sp Zoo (Poland), PayPal Bilisim Hizmetleri Limited Sirketi (Turkey), PayPal International Sarl (Luxembourg) and PayPal SE (UK)	Acting on behalf of PayPal for the purpose of customer support, risk assessment, compliance and/or other back office.	All account information.
	PayPal Pte. Ltd (Singapore)	Acting for the account of PayPal by entering into and performing non-customer contracts which involve customer data.	All account information.
	eBay Inc. (USA), eBay Europe S.à r.l. (Luxembourg), eBay Services S. à r.l (Luxembourg), eBay International AG (Switzerland), eBay Corporate Services GmbH (Germany), eBay France SAS (France), eBay (UK) Limited (UK), eBay CS Vancouver Inc. (Canada), eBay Partner Network Inc. (USA), eBay Internet Support (Shanghai) Co Ltd (China), eBay Enterprise Marketing Solutions (USA) (formerly GSI Commerce, Inc (USA), VendorNet Inc (USA), PepperJam Network (USA), FetchBack (USA), GSI Media Inc. (USA), e-Dialog, Inc. (USA), M3 Mobile Co., Ltd. (Korea), MBS (USA), ClearSale Inc (USA), True Action Network (USA), True Action Studio (USA), Gum Tree.com Limited (UK), Kijiji International Limited (Ireland), Kijiji US Inc. (USA), mobile.de & eBay Motors GmbH (Germany), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited (Australia), Marktplaats B.V. (Netherlands), PayPal Charitable Giving Fund (USA), PayPal Giving Fund UK (UK), Tradera AB (Sweden), StubHub,	To provide joint customers content and services (including, but not limited to registration, transactions, failover for carrier billing accounts, and customer support), to assess risk, or to help detect, prevent and/or remediate fraud, or other potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications.	All account information.

	Inc. (USA), Viva Group, Inc. (USA), StubHub Europe S.à r.l. (Luxembourg), StubHub Services S.à r.l. (Luxembourg), Viva Group, Inc. (USA), ProStores Inc. (USA), MicroPlace, Inc. (USA), Internet Auction Co., Ltd. (Korea), Via-Online GmbH (Germany), Bill Me Later, Inc. (USA), Inc. (USA) Zong Inc.(USA), andXcommerce, Inc. (USA).	
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Paragraph e (formerly paragraph d) of the part of section 4 labelled "**Disclosure to Third Parties other than PayPal Customers**" has been amended to clarify the existing definition of "All account information". The amended part of paragraph e now reads as follows:

"For the purpose of this table, the phrase "All account information" includes: name, address, email address, phone number, IP address, machine ID, mobile phone ID and/or number, account number, account type, details of funding instruments associated with the account, details of payment transactions, details of commercial transactions, customer statements and reports, account preferences, details of identity collected as part of our "know your customer" checks on you, and customer correspondence."

#### 4. Other changes

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

### Amendment to the PayPal User Agreement (including Seller and Buyer Protection Policy)

Effective Date: May 16, 2013

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- **PayPal will amend its User Agreement with effect as of the date stated above.**

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** ([https://www.paypal.com/at/cgi-bin/?&cmd=\\_close-account](https://www.paypal.com/at/cgi-bin/?&cmd=_close-account)) immediately without incurring any additional charges.

Please review the current [Standard Terms](#).

- **Amendments to the PayPal User Agreement**

#### 1. Eligibility and Types of Accounts

Section 2.1 (Eligibility) is amended to clarify the warranty and representation given by you in respect of opening an Account for the company that employs you. The amended part of Section 2.1 reads as follows:

*"You further represent and warrant to us in opening an Account with us that you are not acting on behalf of, or for the benefit of, anyone else, unless you are opening the Account for and under the direction of the company that employs you. If you are not acting for the company that employs you, the new Account must be in your own name only."*

#### 2. Sending Money – Our execution of your Payment Orders

Section 3.1.a is amended to clarify the time on a Business Day after which your Payment Order will be treated as received by us on the following Business Day. The amended section 3.1.a now reads as follows (presented in context with the clause heading):

***"3.1 Our execution of your Payment Orders.*** *Subject to the terms of this Agreement (and your compliance with the same), you agree that we will execute a Payment Order made by you via your Payment Account. We shall execute your order based on this agreement within 1 business day. Within this timeframe we shall credit the payment service provider of the person you are sending your payment to. The 1-day time limit starts on the day following the date you gave us, and we received your valid Payment Order.*

*Executing your payment order is subject to the following requirements:*

*a. You send your Payment Order before 2 pm (local time of the country where your Account is registered) on a Business Day. If you provide us with your Payment Order after 2 pm or not on a Business Day, you agree that your Payment Order was received by us on the following Business Day;*

*...*

#### 3. Business Payments

We have removed the references to the product "PayPal Business Payments" as this product is not offered for PayPal accounts registered in Austria. Section 3.6 and the Introduction of Schedule 1 (Fees) have been modified accordingly, and section 4.8 and no. 3 of Schedule 3 have been deleted.

#### 4. Withdrawing Money

We have inserted a reference to Section 10.4 into Section 6.2. a), to specify what withdrawal limits are meant. Section 6.2. a) now reads as follows:

a. "Withdrawal/Redemption Limits. You agree to comply with our requests to verify your identity before

we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. You can view your yearly and/or other periodic withdrawal limits, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview." For this purpose, "yearly" relates to each calendar year. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk as explained in 10.4 below), impose additional limits on the amount of money you can withdraw through our Service."

#### 5. **Currency Conversion**

Section 8.2 has been updated to outline how and when you may opt out of currency conversion by PayPal when sending a payment. The inserted text reads as follows:

*"You may opt out of a currency conversion by PayPal before you complete your payment by selecting "Other Conversion options" on the "Review Your Information" page during checkout."*

#### 6. **Restricted Activities**

Section 9.1gg is amended to clarify that you may not allow your use of PayPal to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations. The amended Section 9.1gg now reads as follows (presented in context with the clause heading):

"9.1 Restricted Activities. In connection with your use of our website, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not:

...

gg. Allow your use of the Service to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with Sections 3.3, 4.1 and 6.3.)."

#### 7. **UK Financial Ombudsman Service (FOS)**

Section 14.2b is amended by removing the reference to the FOS which is not available to non UK resident Users.

#### 8. **Other changes**

Sections of the PayPal User Agreement have been amended to make editorial changes, clarify existing wording and correct typographical errors.

### • **Amendments to the PayPal Buyer Protection Policy**

#### 1. **Clarifications of excluded items**

We will specify what items will be excluded to meet our ongoing practice and explain excluded Items in more detail to our customers. Section 3.2 to 3.4 will read as following:

*"3.2 The item purchased is a physical tangible item that can be shipped.*

*3.3 The following items are not covered by PayPal Buyer Protection:*

- *Non-tangible goods, services, cash transactions (US only), airline tickets, downloads, software licenses, gift vouchers and other*
- *non-physical goods as well as custom-made items.*
- *Vehicles with a motor, including automobiles, motorcycles, boats and aircrafts.*
- *Items that cannot be shipped*
- *industrial machinery used in manufacturing.*

*3.4 The PayPal payment is associated with the item purchased. This means that the payment has been completed either*

- *by availing of the Pay Now option on the eBay website; or*
- *via Send Money in your PayPal account stating the eBay item number; or*
- *for purchases made outside of eBay: via the Send Money tab on the PayPal website by clicking the "Purchase" tab, or the seller's PayPal checkout flow.*

*3.5 The item does not violate the [PayPal Acceptable Use Policy](#).*

*Other payments that you make outside the above-mentioned payment flows cannot be allocated by us and are thus not covered by Buyer Protection.*

*You must have made the complete purchase price payment from one registered PayPal account by means of a single payment (no installments, no down payments, no deposits, no deferred payments)."*

#### 2. **Return shipment**

We will specify what kind of tracking we require from the Buyer if he has to return the item to the Seller in case the Item was significantly not as described. Section 5.2 will read as following:

*"5.2 When the buyer files a claim for PayPal Buyer Protection because the item received significantly differs from the seller's item description, the buyer is required upon request of PayPal to return the item at his own expenses to the seller, as well as to provide appropriate proof of shipment. The proof of shipment needs to contain at least the details required in the Seller Protection Policy for a proof of shipment of the Seller. PayPal will not request such return if there is the reasonable suspicion that the return of the item would result in a violation of existing law. PayPal reserves the right to request further*

documentation from the buyer to support the claim. The buyer has to bear any costs that may arise from this request."

### 3. No double relief

Section 6.4 of the Buyer Protection Policy is amended to clarify certain of the circumstances in which PayPal Buyer Protection claims may not be filed or progressed. The amended Section 6.4 reads as follows:

**"6.4 Buyer Protection offered either by PayPal or eBay.** PayPal will refuse a claim on PayPal Buyer Protection in case the buyer has already been granted a payout in relation to the same purchase in the scope of the eBay Buyer Protection program. Further, you may not file a claim with PayPal Buyer Protection, if in relation to the same purchase you have already filed a claim with an eBay Buyer Protection program."

### 4. Other changes

Sections of the PayPal Buyer Protection Policy have been amended to make editorial changes, clarify existing wording and correct typographical errors.

## • Amendments to the PayPal Seller Protection Policy

### 1. Seller Protection standard

Section 3 of the PayPal Seller Protection Policy is amended to reflect that

- The Seller Protection Standard that has been introduced with effect of October 2012 for the new Seller Protection for off-eBay transactions will now also apply to transactions on eBay. We have learned that this standard is a good indicator and incentive for Sellers who get Seller Protection by PayPal.

- At the same time we have made it easier for Sellers to be entitled to Seller Protection off eBay – the thresholds are less strict.

The new wording of Section 3 is as following:

#### **"3. How much protection is provided?"**

PayPal reimburses the payment recipient the payment amount subject to a chargeback or reversal and waives any Chargeback Fee, if applicable.

a. For "Item not Received" claims which are filed through the PayPal resolution center, there is no limit on the number of payments for which you can receive reimbursement under the PayPal Seller Protection.

b. PayPal Seller Protection for Unauthorized Payments and for chargebacks based on the reason of "Item Not Received" will apply unless over the past 30 days

- the total amount of chargebacks, buyer claims (INR and/or item significantly not as described – "SNAD"), and/or reversals issued against your PayPal Account is equal to or exceeds 1% of the total payment volume received

AND

- is equal to or exceeds 100 cases of chargebacks, buyer claims (INR and/or item significantly not as described – "SNAD"), and/or reversals.

If you exceed the thresholds as outlined in Section 3b) above, your eligibility for PayPal Seller Protection will be suspended for at least 90 days and payments during this period will not be covered by the PayPal Seller Protection. After such 90 days' period, your PayPal Account may be eligible for PayPal Seller Protection for Unauthorized Payments and INR claims only if, during a 90 days period your PayPal Account meets the following conditions:

- the total number of chargebacks, buyer claims (INR and/or SNAD), and/or reversals issued against your PayPal Account remained below 1% of the total payment volume received

AND

- below 300 cases of chargebacks, buyer claims (INR and/or item significantly not as described – "SNAD"), and/or reversals.

PayPal will notify you by e-mail if your eligibility for Seller Protection is declined based on the above requirements or if you may be eligible for PayPal Seller Protection again."

### 2. Clarifications in Section 5

Section 5 of the PayPal Seller Protection Policy is amended to reflect the Seller Protection Standard is also applicable to transactions on eBay. Also, we have clarified that down payments and deposits are not protected.

### 3. Removal of 25 EUR Provision

We have removed Section 7, stating that, PayPal may waive the proof of shipment. PayPal may still do that – at its own cost and on a fully deliberate basis.

## Amendments to the Privacy Policy

Effective Date: Apr 16, 2013

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- Please read this document.

These changes are effective on the Effective Date.

- **Amendments to the Privacy Policy**

1. **Future Changes Already Pending**

We have added a new sentence to Section 1 (Overview) which clarifies that changes to the Privacy Policy that are already pending at the time of a customer's registration shall be part of the Privacy Policy to which the customer consents. The new sentence reads as follows:

*"All future changes to this Privacy Policy set out in the Policy Update already published on the "Legal Agreements" landing page of the PayPal website at the time you register for the Services are incorporated by reference into this Privacy Policy and will take effect as specified in the [Policy Update](#)."*

2. **Notification of Changes**

We have added wording under Section 1 (Overview) clarifying that in case of a change of the Privacy Policy we may notify you thereof not only by posting a notice of such change on the "Policy Updates" page of our website(s), but also by sending you a respective notice by email.

3. **Verifying Your Information**

We have added new wording to the first paragraph below the heading "Information about You from Third Parties" in Section 3 (Information We Collect) which clarifies that we verify your information if you register a bank account. The respective sentence now reads:

*"In particular, if you register a credit card or debit card or bank account with PayPal, we will use card authorisation and fraud screening services to verify that your card information and address match the information you supplied to PayPal, and that the card has not been reported as lost or stolen."*

4. **Marketing Communications**

We have added new wording to the first paragraph below the heading "Marketing" in Section 4 (Our Use and Disclosure of Information) which highlights your right to choose whether you want or do not want to receive marketing communications from us. The amended second sentence in the paragraph now reads:

*"You can choose whether or not to receive marketing communications from us or to participate in our ad-customization programs by logging in to your account on the PayPal website and changing your communication preferences in the Profile page of the My Account tab, or by following the directions provided with the communication or advertisement."*

5. **Our Use of Cookies**

We have clarified the cookie wording so that it is evident that we may use cookies also for other access devices as computers – ie. Smartphones or similar.

6. **Disclosure to Other PayPal Customers**

In relation to the use of mobile devices we have inserted the following sentence:

*"You also expressly agree and consent to PayPal providing transactional information and other information necessary for the use of a PayPal mobile application (including point of sale products) to a merchant or another PayPal customer who you have explicitly selected or chosen using the PayPal mobile application or point of sale product with and provide information about the payment."*

7. **Disclosure to Third Parties other than PayPal Customers**

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

This list of third party service providers under Section 4 (Our Use and Disclosure of Information) has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared as set out in the table below.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
<b>Payment Processors</b>			
<b>Audit</b>			
	PricewaterhouseCoopers Sàrl (Luxembourg)	To test PayPal's Anti Money Laundering (AML) and Know Your Customer (KYC) controls and to carry out professional auditing services for PayPal Inc. and its subsidiaries.	For a sample of individual customer accounts: name, PayPal account number (Customer ID), total amount received on the PayPal account, total amount sent from the

			PayPal account, type of PayPal account, and, as the case may be, any other relevant account information.
<b>Customer Service Outsourcing</b>			
	Convergys Customer Management Group Inc. (USA) and Concentrix Europe Limited (UK)	To allow telephone and email customer support services.	Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.
<b>Credit Reference and Fraud Agencies</b>			
	Callcredit plc. (UK) including the SHARE database administered by Callcredit, Experian Limited (UK) including databases administered by Experian used for consumer and commercial referencing including CAPS credit searches and CAIS credit account performance data, Equifax Ltd (UK) including the Insight database administered by Equifax, Dun & Bradstreet Limited (UK)	<p>To verify identity, verify linkage between a customer and its bank account or credit/debit card, make decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.</p> <p>For users of the UK products "Web site Payments Pro", "Virtual Terminal", "PayPal Here" and UK merchants only:</p> <ul style="list-style-type: none"> <li>• to report defaults and supply monthly account performance information, where the account shows an amount owing to us (reflected as a negative balance) for three or more consecutive months, to the databases of these third parties; and</li> <li>• for the purposes set out in section 8 of this Privacy Policy.</li> </ul> <p><b>Please note that data disclosed to these agencies and databases may be:</b></p> <ul style="list-style-type: none"> <li>• retained by the applicable credit reference agency or database for audit and fraud prevention purposes;</li> <li>• disclosed to other financial institutions for the purpose of gauging creditworthiness; and</li> <li>• transferred outside of the EU and on a global basis.</li> </ul>	Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit/debit card details (if appropriate), relevant transaction information (if appropriate), account balance, all information supplied and used for your application for the UK products "Web site Payments Pro", "Virtual Terminal" and "PayPal Here" and the financial instrument used to pay for your PayPal Here enabled device.
	CIFAS (UK) and the CIFAS database	<p>For users with UK PayPal accounts only: to prevent and detect fraud (which may include checking details on job applicants and employees and on proposals and claims for all types of insurance).</p> <p><b>Please note that such data disclosed to this database</b></p>	All account details and circumstances of the conduct of the account

		<p>may be:</p> <ul style="list-style-type: none"> <li>• retained by the database for audit and fraud prevention purposes ;</li> <li>• disclosed to other financial institutions for the purpose of fraud prevention and detection (including to prevent money laundering) for example, when checking details on applications for credit and other facilities, managing credit and credit related accounts or facilities, recovering debt, checking details on claims for insurance and checking details of job applicants or employees;</li> <li>• used to determine your risk profile and for cooperation with the relevant authorities in compliance with the requirements of the Luxembourg Law of 5 April 1993 on the financial sector and laws relating to the prevention of money laundering, terrorism and fraud (excluding the treatment of personal data in relation to solvency of the persons referred to in article 14 (1) (d) of the Luxembourg Law of 5 April 1993 on the financial sector); and</li> <li>• transferred outside of the EU and on a global basis.</li> </ul>	
	<p>Accumio Finance Services GmbH (Germany), CEG Creditreform Boniversum GmbH (Germany), Bürgel Wirtschaftsinformationen GmbH &amp; Co. KG (Germany)</p>	<p>To verify identity and address and retrieve contact phone numbers and addresses, establish risk associated with address, identity; research and testing as to appropriateness of new products and services.</p> <p>to assist in making decisions concerning the credit worthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and merchants, including without limitation, in relation to credit products offered by PayPal and offering direct debit payments as payment method.</p> <p><b>Please note that the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</b></p> <ul style="list-style-type: none"> <li>• retained by the database for audit purposes and for scoring of such customer's creditworthiness;</li> <li>• any such score may be disclosed to other third parties for the purpose of gauging creditworthiness.</li> </ul> <p><b>and</b></p> <ul style="list-style-type: none"> <li>• transferred outside of the EU and on a global basis.</li> </ul> <p>For details please refer to the information section at the end of this document.</p>	<p>Name, address, date of birth, email address, account status, account balance, and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.</p>
	<p>SCHUFA Holding AG (Germany), infoscore Consumer Data GmbH (Germany)</p>	<p>To verify a customer's identity and address, carry out checks for the prevention and detection of failing direct debit payments, and of crime including fraud and/or money laundering, including checks on the linkage of the customer</p>	<p>Name, address, email address, date of birth, gender, bank account details, information on failed direct debit payments from a bank account (without linkage to the identity</p>

		<p>and its bank account, to help determine creditworthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and of merchants, and for research and testing as to appropriateness of new products and services.</p> <p><b>Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</b></p> <ul style="list-style-type: none"> <li>• retained by the database for audit purposes and for scoring of such customer's creditworthiness;</li> <li>• any such score may be disclosed to other third parties for the purpose of gauging creditworthiness</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• transferred outside of the EU and on a global basis.</li> </ul> <p>For details please refer to the information section at the end of this document.</p> <p><b>Further, in relation to customers who have a German PayPal account, the information on a failed direct debit payment may be</b></p> <ul style="list-style-type: none"> <li>• retained by the infoscore database for audit purposes and;</li> <li>• (without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments.</li> </ul>	<p>of the customer), and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.</p>
	Verband der Vereine Creditreform e.V. (Germany)	To determine creditworthiness of merchants.	Name, address, email-address.
	ID Checker.nl BV (Netherlands) (Ireland)	To verify identity; research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth, legal form, company registration number, VAT number, proof of identity, address, or other documents requested by PayPal and the data contained therein for Risk / Compliance purposes
	Aristotle International, Inc. (USA)	To verify identity.	Name, address, date of birth
	AddressDoctor GmbH (Germany), Deutsche Post Adress GmbH & Co. KG (Germany)	To validate and re-structure address data into normalized format and to verify name and address.	Name, address, email address
	InterCard AG (Germany)	Check and provide the linkage between a customer and bank account or credit card, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth and bank account details
	Jumio Inc (USA)	To capture and validate proofs of identity and address	All data recorded on the customer's identity and address documents

	Au10tix Limited (Cyprus)	Automatic data extraction and document validation / forgery detection	Documents proving identity and address
	Telovia SA (Luxembourg)	Identity validation and Know Your Customer (KYC) controls conducted for anti-money laundering purposes	Name, address, date of birth, proof of ID and address
	Syniverse Technologies, LLC (USA)	Validate and apply data quality checks to phone numbers	Name, address, phone number, SMS message to be sent to the customer
	Signicat AS (Norway)	To verify and authenticate identity	Name, address, date of birth, and e-id reference number
	BankersAccuity Inc. (USA)	Research and testing as to appropriateness of new products and services in relation to the validation of the account data provided to us by the user and conversion of national account data information into IBAN	Customer's bank account number and sort code and / or IBAN
	ArkOwl LLC (USA)	To verify email address	Email address
<b>Financial Products</b>			
	La Poste (France)	To resolve technical issues and user claims (when PayPal is being offered by the merchant through La Poste's payment solution).	Any Account information necessary to resolve the issue or claim.
	United Kapital Limited (UK) and United Kapital Limited, LLC (USA)	To enable you (or the merchant with which you transact) to use products issued by United Kapital with PayPal.	Only for PayPal merchants applying for and using products issued by United Kapital Limited: Name, business name, address, date of birth, copies of identification documents, PayPal identification (merchant ID), email address, phone number, transaction information (including, without limitation, number of PayPal transactions and transaction volume with PayPal), length of time as a PayPal user and, as the case may be, termination of the PayPal account. For customers of those merchants: transaction information, name, email address, phone number, address and PayPal identification number.
<b>Commercial Partnerships</b>			
<b>Marketing and Public Relations</b>			
	Northstar Research Partners (USA)	To conduct customer service surveys.	Name, email address, type of account, type and nature of the PayPal services offered or used and relevant transaction information.
	Salesforce.com, inc. (USA)	To store merchant contact information as well as other supporting information about the business relationship.	Name, address, phone number, email address business name, URL PayPal

			Account ID and other supporting information about the business relationship, such as (without limitation) name of contact person and contact information at merchant and/or partner through which merchant has been onboarded, description of products sold through PayPal, communication notes and onboarding information, internal decisions about the merchant, revenue calculations and other information on the merchant's business as made available by the merchant, and information relevant for special integrations of merchants, name and address of bank.
	W & J Linney Ltd (UK)	To assist in the execution of offline direct mail and marketing campaigns.	Name, email address, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.
	Endlichsommer- werbung in bester gesellschaft mbh (Germany) and Crossover Communication GmbH (Germany)	To assist in the execution of offline direct mail and marketing campaigns	Name, address, business name, type and nature of PayPal services offered or used.
	optivo GmbH (Germany)	To send emails; email marketing	Name of the merchant, name of the contact person, email address, address, status, client ID and shop system
	Business support services – b 2s (France)	To store merchants' contact information for marketing communications to propose those merchants.	Name of the merchant, name of the contact person, address, email address, phone number, merchant web site URL.
	Tenthwave Digital, LLC (USA)	To notify winners and prize fulfillment for winners of survey sweepstakes	Name and email address, for sweepstakes winners and alternates only.
	Marketing and Planning Systems, LLC. USA (USA), Dynamic Logic, Inc. (USA), GfK Custom Research LLC (USA), Millward Brown, Inc. (USA) and Radius Global Market Research, LLC (USA)	To conduct customer service and marketing surveys	Name, email address, type of account, type and nature of PayPal services offered or used, and relevant transaction information
	Zeuner S.p.A. (Italy), Accueil Srl (Italy) and CallCenterNet Italy s.r.l. (Italy)	To store merchants' contact information for marketing communications to those merchants.	Name of the merchant, name of the contact person, address, email address, phone number, merchant web site URL.
<b>Operational services</b>			
	KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Germany, Austria), NCO Europe Limited (UK), Robinson Way Limited (UK), Intrum Justitia Limited (UK), IQOR Recovery Services Limited	To collect debt.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial

	<p>(UK), Compagnie Francaise du Recouvrement (France), EOS Solutions UK Plc (UK), Transcom Worldwide S.A. (UK), Transcom Worldwide (UK) Limited (UK), Newman &amp; Company Limited (UK), Clarity Credit Management Solutions Limited (UK), eBay Europe Services SARL (Luxembourg); EOS Solution Deutschland GmbH (Germany), EOS Aremas Belgium SAVV (Belgium), EOS Nederland B.V. (the Netherlands), Arvato Infoscore GmbH (Germany), Arvato Services Iberia (Spain), Infoscore Iberia (Spain), BFS Risk &amp; Collection GmbH (Germany), Transcom WorldWide (France), SAS (France) Transcom WorldWide S.p.A. (Italy), HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)</p>		<p>instruments account, sort code, account balance, details of account transactions and liabilities and name of funding source provider.</p>
	<p>Begbies Traynor Group plc (UK), Moore Stephens LLP (UK)</p>	<p>To collect debt from insolvent customers</p>	<p>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.</p>
	<p>mediafinanz AG (Germany)</p>	<p>To collect debt, to request and proceed information from and to Schufa and Buerger and other credit reference and fraud agencies for PayPal</p>	<p>Name, address, phone number, account number, date of birth, business name, email address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider, credit score received from agency, account performance data</p>
	<p>Informa Solutions GmbH (Germany)</p>	<p>To request and proceed information from and to Schufa, Buerger and other credit reference and fraud agencies in and from and to ID Checker</p>	<p>Name, date of birth business name, legal form, address, email address, company registration number, VAT number</p> <p>For the purpose of verification of identity also: other information contained in documents requested by PayPal for Risk / Compliance purposes.</p> <p>For customers with a German PayPal account also: phone number, length of time at address, length of time in business, length of time with PayPal, funding instrument including bank account and credit /debit card details and relevant transaction information, credit score received on behalf of PayPal from a credit reference agency, account number, account type, account status,</p>

			account balance, details of account transactions and liabilities, negative account performance data.
	Robertson Taylor Insurance Brokers Limited (UK)	Consultation with respect to risk assessment of specific merchants and merchant transactions	Name, address, phone number, account number, business contact details, domain name, email address, account type, account balance, details of account transactions and liabilities, account status and account performance information as required for the Purpose .
	Consultix GmbH (Germany)	To assist in the creation of PayPal Business Accounts for merchants on boarding through their bank's or other contract partner's payment or service gateway.	All information provided by the merchant (directly or via his/her bank or other contract partner) for the purpose of creating his/her PayPal business account (including, without limitation email address, address, business name, business contact details and bank account details).
	Ordermotion, Inc. (USA)	To collect data and create/deliver (direct to customer) orders for the PayPal Here product (including, without limitation, the PayPal Here-enabled device).	Name, address, email, phone number, credit card information, and PayPal Payer ID
	Ingram Micro, Inc. (USA) and Ingram Micro (UK) Limited (UK)	To act as PayPal's fulfilment distributor for the PayPal Here product (including, without limitation, the PayPal Here-enabled device).	Name and address
<b>Group companies</b>			
	eBay Services S. à r.l (Luxembourg), eBay Corporate Services GmbH (Germany), eBay France SAS (France), eBay (UK) Limited (UK), X.commerce, Inc. (USA)	To provide joint customers content and services (like registration, transactions and customer support), or to assess risk, or to help detect and prevent potentially illegal acts and violations of policies, and/or to guide decisions about their products, services and communications.	All account information.
<b>Agencies</b>			
	CNPD (Luxembourg), Risolvi Online (Italy)	To provide them with information within their authority (upon their request) and to respond to queries and/or investigations instigated by users or other stakeholders in the countries where they have jurisdiction.	All account information.

## 8. Your Use of Other Users' Personally Identifiable Information

We have amended the second paragraph under the heading "Your Use of Information and Our Services" in Section 4 (Our Use and Disclosure of Information) to clarify to what extent you may use other users' personally identifiable information. The respective paragraph now reads:

*"You agree that, with respect to other users' personally identifiable information that you obtain through the PayPal Services or through a PayPal-related communication or PayPal-facilitated transaction, you will only use this information for: (a) PayPal-related communications that are not unsolicited commercial messages, (b) ancillary actions in relation to the PayPal payments or the transactions for which PayPal has been used using services offered through PayPal (e.g. insurance, delivery and fraud complaints), and (c) any other purpose that such user consents to after adequate disclosure of the purpose(s)."*

## 9. Other Changes

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

## Amendments to the Commercial Entity Agreements

Effective Date: Mar 01, 2013

 [Print](#)  [Download PDF](#)

- Please read this document.

These changes are effective on the Effective Date

- Amendments to the Commercial Entity Agreements

While PayPal is not a party to the Commercial Entity Agreements, the agreements affect how you receive PayPal's services. The Commercial Entity Agreements are your direct agreements with our banking partners and they enable you to receive card-funded PayPal payments.

One of PayPal's banking partners is HSBC Merchant Services LLP ("HMS"), which has recently changed its name to GPMK LLP (trading as Global Payments). Due to the recent name change, HMS has amended its direct agreement with you that forms part of the suite of Commercial Entity Agreements, by replacing all references to HMS with references to GPMK LLP trading as Global Payments (the new name for HMS). You do not need to do anything to accept the change

## Amendment to the PayPal User Agreement (including Buyer Protection Policy, Seller Protection Regulations and Acceptable Use Policy)

Effective Date: Jul 10, 2012

 [Print](#)  [Download PDF](#)

- Amendment to the PayPal User Agreement (including Buyer Protection Policy, Seller Protection Regulations and Acceptable Use Policy)

PayPal will amend its User Agreement with effect as of the date stated above.

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** ([https://www.paypal.com/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

Please review the current [Standard Terms](#).

- Amendments to the PayPal User Agreement

- 1. Third party initiated payments

Section 3.5 is amended to clarify that an authorization may be granted to any kind of payment recipient (e.g. also to eBay), not only to a seller. The relevant paragraphs 2 and 4 of section 3.5 now read as follows:

*"If you have set up a Recurring or Automatic Payment, or authorise a merchant or another third party to collect payments from your PayPal Account, you may select a Preferred Funding Source for all future payments to the merchant.*

[...]

*If a merchant or the other third party respectively captures your payment at a later stage, we will also use any available balance first. Any remaining amount will then be funded by your preferred funding source."*

- 2. Third party initiated payments

Section 3.10 is amended to clarify the obligations of a third party who is seeking to initiate a third party request such as "subscriptions", "automatic payments", "preapproved payments" or "Recurring Payments". The obligations focus on providing notice to the account holder whose account is being debited. Where you have received as participant of third party initiated payments such notification four weeks before your PayPal account is debited you cannot claim refund. Further we clarify that an authorization may be granted to any kind of payment recipient (e.g. eBay), not only to a seller. The amended section 3.10 now reads as follows (presented in context with the clause heading):

**"3.10 Third party initiated payments (including Recurring Payments).** You may authorize a third party (for example, a merchant) to collect funds from your PayPal Account. Refunds on eBay via PayPal, that you initiate as merchant on eBay, may also be effected as third party initiated payments.

*In this case you authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account. This applies as long as you do not terminate this agreement with the third party. You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment.*

*Any authorizations you have agreed with any third parties can be viewed in your PayPal account. We will not inform you in advance about any recurring payments under this agreement. However, you may request such information from your merchant. If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of third party initiated payments being based on fluctuating exchange rates.*

*Third parties who present us with a payment request under this provision hereby warrant to PayPal that the*

amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts) and that they will notify the User of the deduction in due time prior in advance. Third parties who present us with a payment request under this provision also agree hereby that they will notify their customers at least 4 weeks in advance of the amount they will collect, if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment, and that they will be liable to PayPal for any refunds of such payment, unless such refund is not made as a consequence of any violation of their obligations under this paragraph.

You agree that you cannot request a refund from PayPal for a third party initiated payment unless:

- a. the applicable amount exceeded the amount you could have reasonably been expected to make, taking into account your previous spending patterns and the circumstances of the case; **or**
- b. your consent to the making of the third party initiated payment was not given as set out in section 3.1; or
- c. the information relating to the third party initiated payment was not provided or made available to you in reasonable time before the date the payment transaction was made to the merchant or third party; **and**
- d. you notify us of the request **within** 8 weeks from the date the payment was made; **and**
- e. you comply with our requests to obtain information which we reasonably require to review the circumstances of the case.

Notwithstanding the above, you agree that you cannot request a refund from us where you have given your consent to the making of the third party initiated payment directly to us as set out in section 3.1(e) and information on the third party initiated payment was provided or made available to you at least four weeks in advance of the third party initiated payment by us or the third party.

We reserve the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions."

We have also deleted redundant (double) wording in Section 12.5 with respect to refund in case of third party initiated payments.

### • 3. Sending E-Money in Multiple Currencies - Russian Ruble

Subject to the commencement of PayPal's service in Russian Ruble, PayPal users may be able to hold E-Money in Russian Ruble in their account. Besides the respective changes in the fees section (below), Section 3.12 has been changed to include fees applicable for transactions involving Russian Rubles as an additional Currency. The first sentence of Section 3.12 will read as following:

"You may send money in the following currencies: ... Russian Ruble (subject to the commencement of PayPal's Russian Ruble service)..."

### • 4. PayPal Mobile Text to Buy

Section 3.13 PayPal Mobile Text to Buy has been deleted as the service is no longer being offered by PayPal.

### • 5. Payment Losses

We clarified in Section 4.4 that in case of a payment loss which results in a negative PayPal balance we may also take the measures as indicated in Section 5.2. The sentences 2-4 in the second paragraph of Section 4.4 therefore read as follows:

"In that case we reverse the amount from your PayPal account (credit card chargebacks are subject to a processing fee). If you do not have sufficient funds in your PayPal account you may restore your balance by adding funds to your PayPal accounts. Otherwise we reserve the right to use any incoming payments or make use of any of the measures set out in Clause 5.2 to restore your balance. We reserve the right to take legal steps in order to enforce our entitlement, for instance by commissioning a collection agency."

### • 6. Deposit of unclaimed balances on Dormant Accounts

If after an account closure there is unclaimed balance, we may then deposit your E-money with the Luxembourg Caisse de Consignation. We have clarified that such deposit is at your expense, and that the terms and conditions of the Caisse de Consignation apply. Section 7.3 will read as following:

**"7.3 Unclaimed Balances on Dormant Accounts.** Subject to the remainder of this section, E-money held in your Account is not subject to any time limitation as to its validity. If you do not access your Account for a period of three years it may be closed. After closure, we may use the information you have provided us to try to send you any funds in redemption of the E-money in your Account. If that information is not correct and we are unable to complete the payment to you, we may then deposit (at your expense) your E-money with the Luxembourg Caisse de Consignation at Trésorerie de l'Etat, 3, rue du St-Esprit, L-1475, Luxembourg, Tel: (+352) 2478-2478, Fax: (+352) 46 72 62. Applicable terms and conditions of the Caisse de Consignation, in particular with regard to fees and taxes due, can be directly obtained from the Caisse de Consignation, Trésorerie de l'Etat. For the avoidance of doubt, the Trésorerie de l'Etat, Caisse de Consignation, is not an operational unit of the PayPal, but a department of the Luxembourg Treasury operating under the jurisdiction of the Luxembourg Ministry of Finance. Please contact PayPal Customer Service at the telephone number shown on the PayPal website(s) if you have any questions about funds held in your Account if it has been closed pursuant to this section 7.3."

### • 7. Fees

A cosmetic change has been made to the User Agreement to make it easier for users to read. This cosmetic change involves removing the substantive provisions of the Fees section which were contained in section 8 and moving them to a new Schedule 1 at the end of the User Agreement.

In addition to this cosmetic change, the following other changes have been made to the fees section (now schedule 1):

- The fees section has been changed to include fees applicable for transactions involving Russian Rubles for when PayPal permits Russian Ruble transactions.
- Further we have made it even more explicit that before that Merchant rates will only be granted upon separate application, and only after a case-to-case evaluation of factors like monthly sales volume, shopping cart size and an good standing status of the account.
- Further the Credit Card Chargeback Fee has been increased from 11.25 EUR to 16 EUR (and amounts in different currencies as displayed below).
- We have added an additional category of pricing for charities: 1.9% plus a fixed fee. Such pricing is subject to application and pre-approval by PayPal.

The new Schedule 1 Table of Fee now reads:

#### **Schedule 1. Table of Fees**

Fees depend on whether a commercial transaction, a PayPal business payment or a personal transaction is made. A **"Commercial Transaction"** involves buying and selling goods and services, or payments received when you "request money" using PayPal. **"PayPal Business Payments"** means payments between Users made through certain third parties' products or services where the sender must fund their payment exclusively using their Balance and for which the PayPal Business Payment fee applies. **"Personal Transaction"** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions. When sending a Personal Transaction payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. Please note that Indian registered Accounts may neither send nor receive personal transaction payments.

For PayPal Business Payments, the PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.

A **"Domestic Transaction"** is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region. A **"Cross Border Transaction"** occurs when the sender and receiver execute a payment between PayPal Accounts which are not registered in the same country or region.

**Note:** reference to a percentage fee rate below refers to an amount equal to that percentage of the payment transaction amount.

#### **1. Personal Transactions**

A personal payment involves sending a payment which is not based on a purchase, and which you receive from friends or family members. If you are selling goods or services, you may not ask the buyer to send you a personal transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for personal transactions. When sending a Personal payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. If you send a personal payment from a third party (non PayPal) web site or application then the third party will determine if the sender or recipient of a personal payment will pay the transaction fee. This will be disclosed to you by the third party. Please note that, in some cases with the exception of Mobile Payments, you cannot send money for a PayPal personal payment from some countries, including Germany, India or China and that Indian registered Accounts may neither send nor receive personal payments. This means that you cannot send personal payments to Indian registered Accounts.

A Mobile Payment is a Personal Payment which is sent from the sender's portable device (e.g. mobile phone) to the recipient's portable device. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective fees when accepting the payment. A payment is sent or received in the country where the respective PayPal Account of the User is registered

The personal transaction fee will be shown at the time of payment.

#### **a. Domestic Personal Transactions**

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by - Credit Card
Domestic Personal Transaction	Sending or Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

#### **b. Cross-border Personal Transactions**

Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Credit Card
<b>Sending or Receiving</b>	<b>Important: this fee is based on the country of the sender's registered PayPal Account.</b>  Cross Border Fee outlined in the table below.	<b>Important: this fee is based on the country of the senders's registered PayPal Account.</b>  Cross Border Fee outlined in the table below <b>plus</b> the Fixed Fee (outlined in the Fixed Fee

Sender Country Corridor	Cross border fee
Northern Europe*	0.4%
Europe I/US/ Canada**	0.5%
Europe II***	1.0%
Rest of World	1.5%

table below).

Sender Country Corridor	Cross border fee
Northern Europe*	3.8%
Euro Europe/ US/ Canada**	3.9%
Non Euro Europe***	4.4%
Rest of World	4.9%

\* Denmark (including Greenland and the Faroe Islands), Finland, Iceland, Norway, Sweden

\*\* Austria, Belgium, Canada, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Isle of Man, Italy, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Portugal, Reunion, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State

\*\*\* Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine

**Note:** Cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Personal Transaction payments

Fixed Fee  
(based on  
currency  
received)

The Fixed Fee is based on the currency received as follows:

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Russian Ruble^	10.00 RUB ^
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

^ Subject to the commencement of PayPal's Russian Ruble service

## 2. Commercial Transactions

Activity	Fee																																																				
<b>Sending (Buying)</b>	Free (when no currency conversion is involved)																																																				
<b>Receiving (Selling) for Domestic Payments</b>	<p>3,4% + Fixed Fee (see table below)</p> <p><b>Merchant rate</b> may be granted only upon separate application. Will be evaluated on a case-by-case basis and requires, inter alia, a qualifying monthly sales volume, an average shopping cart of a particular size and an account in good standing:</p> <p>Monthly sales with PayPal between 5,001 and 10,000 Euro: 2.9% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal between 10,001 and 50,000 Euro: 2.7% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal between 50,001 and 100,000 Euro: 2.4% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal of more than 100,000 Euro: 1.9% + Fixed Fee (see table below)</p>																																																				
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<b>Receiving (Selling) of cross-</b>	<p><b>Receiving (selling) of domestic payments plus a cross border fee depending on sender (buyer) country.</b></p> <p>(Please refer to the table below)</p>																																																				

border payments

Buyer Country Corridor	Cross border fee
Northern Europe*	0.4%
Europe I/US/ Canada**	0.5%
Europe II***	1.0%
Rest of World	1.5%

\* Denmark (including Greenland and the Faroe Islands), Finland, Iceland, Norway, Sweden

\*\* Austria, Belgium, Canada, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Isle of Man, Italy, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Portugal, Reunion, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State

\*\*\* Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.

**Note:** Cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments.

3. PayPal Business Payment Fee

PayPal shall apply the following fee to each PayPal Business Payment

Activity	PayPal Business Payment Fee
Sending or receiving	0.50 USD per transaction involving a US seller
The PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.	2 GBP per transaction involving a UK seller

4. Additional Fees

Activity	Processing Fee
Currency Conversion Fee	<p>For currency conversions that occur within your PayPal account outside and/or prior to a Personal or Commercial Transaction (“In Account”) (converting balances to other currencies before withdrawal for example) , as well as for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:</p> <p>2.5% above the wholesale exchange rate</p> <p>For all other transactions that involve a currency conversion and for which the seller has not agreed to bear the conversion fee:</p> <p>Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency <b>into which</b> the amount is converted. (please refer to the table below).</p>

CURRENCY	CODE	PROCESSING FEE
Argentine Peso:	ARS	4.0%
Australian Dollar:	AUD	4.0%
Brazilian Real:	BRL	4.0%
Canadian Dollar:	CAD	3.0%
Czech Koruna:	CZK	3.5%
Danish Krone:	DKK	3.5%
Euro:	EUR	3.5%
Hong Kong Dollar:	HKD	4.0%

Hungarian Forint:	HUF	3.5%
Israeli Shekel:	ILS	4.0%
Japanese Yen:	JPY	4.0%
Mexican Peso	MXN	4.0%
Malaysian Ringgit	MYR	4.0%
New Zealand Dollar:	NZD	4.0%
Norwegian Krone:	NOK	3.5%
Philippine Peso:	PHP	4.0%
Polish Zlotych:	PLN	3.5%
Russian Ruble:	RUB	3.5%^
Singapore Dollar:	SGD	4.0%
Swedish Krona:	SEK	3.5%
Swiss Franc:	CHF	3.5%
Taiwan New Dollar:	TND	4.0%
Thai Baht:	THB	4.0%
Turkish Lira:	TRY	3.5%
U.K. Pounds Sterling:	GBP	3.5%
U.S. Dollar:	USD	3.0%

^ Subject to the commencement of PayPal's Russian Ruble service.

#### Credit Card Chargeback Fee

To cover the cost of processing chargebacks, PayPal assesses a Chargeback Fee to sellers for credit card payment chargebacks.

(A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer).

This Fee does not apply if the transaction is covered by PayPal's Seller Protection Programme.

The Chargeback Fee is as follows and is based on the currency received as follows:

Argentine Peso:	80.00 ARS
Australian Dollar:	22.00 AUD
Brazilian Real:	35.00 BRL
Canadian Dollar:	20.00 CAD
Czech Koruna:	400.00 CZK
Danish Krone:	120.00 DKK
Euro:	16 EUR
Hong Kong Dollar:	155.00 HKD
Hungarian Forint:	4325 HUF
Israeli Shekel:	75.00 ILS
Japanese Yen:	1,875 JPY
Mexican Peso:	250.00 MXN
Malaysian Ringgit	65.00 MYR
New Zealand Dollar:	28.00 NZD
Norwegian Krone:	125.00 NOK
Philippine Peso:	900.00 PHP
Polish Zlotych:	65.00 PLN
Russian Ruble^:	640 RUB ^
Singapore Dollar:	28.00 SGD
Swedish Krona:	150.00 SEK
Swiss Franc:	22.00 CHF
Taiwan New Dollar:	625.00 TWD
Thai Baht:	650.00 THB

Turkish Lira:	30.00 TRY
U.K. Pounds Sterling:	14.00 GBP
U.S. Dollar:	20.00 USD

<sup>^</sup> Subject to the commencement of PayPal's Russian Ruble service.

#### **Commercial Transaction Refund Fee**

If you refund a Commercial Transaction payment, we will retain the Fixed Fee portion of the Commercial Transaction Fee.

The buyer's Account will be credited with the full Commercial Transaction payment amount.

Your Account will be charged with the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee.

#### **Sending Payments through PayPal Mass Payments**

2% per transaction

A maximum fee cap per individual payment applies as follows for domestic transactions, (based on payment currency):

Argentine Peso:	25 ARS
Australian Dollar:	8 AUD
Brazilian Real:	15 BRL
Canadian Dollar:	8 CAD
Czech Koruna:	150 CZK
Danish Krone:	45 DKK
Euro:	7 EUR
Hong Kong Dollar:	55 HKD
Hungarian Forint:	1550 HUF
Israeli Shekel:	28 ILS
Japanese Yen:	670 JPY
Mexican Peso:	90 MXN
Malaysian Ringgit	25 MYR
New Zealand Dollar:	10 NZD
Norwegian Krone:	45 NOK
Philippine Peso:	320 PHP
Polish Zlotych:	23 PLN
Russian Ruble <sup>^</sup> :	240 RUB <sup>^</sup>
Singapore Dollar:	10 SGD
Swedish Krona:	55 SEK
Swiss Franc:	8 CHF
Taiwan New Dollar:	225 TWD
Thai Baht:	235 THB
Turkish Lira:	12 TRY
U.K. Pounds Sterling:	5 GBP
U.S. Dollar:	8 USD

<sup>^</sup> Subject to the commencement of PayPal's Russian Ruble service.

A maximum fee cap per individual payment applies as follows for all other transactions (based on payment currency):

Argentine Peso:	150 ARS
Australian Dollar:	50 AUD
Brazilian Real:	75 BRL

Canadian Dollar:	45 CAD
Czech Koruna:	850 CZK
Danish Krone:	250 DKK
Euro:	35 EUR
Hong Kong Dollar:	330 HKD
Hungarian Forint:	9250 HUF
Israeli Shekel:	160 ILS
Japanese Yen:	4000 JPY
Mexican Peso:	540 MXN
Malaysian Ringgit:	150 MYR
New Zealand Dollar:	60 NZD
Norwegian Krone:	270 NOK
Philippine Peso:	1900 PHP
Polish Zlotych:	140 PLN
Russian Ruble^:	1400 RUB ^
Singapore Dollar:	60 SGD
Swedish Krona:	320 SEK
Swiss Franc:	50 CHF
Taiwan New Dollar:	1350 TWD
Thai Baht:	1400 THB
Turkish Lira:	80 TRY
U.K. Pounds Sterling:	30 GBP
U.S. Dollar:	45 USD

^ Subject to the commencement of PayPal's Russian Ruble service.

**Note:** For cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the domestic cap will apply.

Records Request Fee	12.00 EUR (per item)
This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.	

Bank Return Fee on Withdrawal	3 EUR
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This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.

Reversal or failed direct debit payment	5 EUR
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Charity Pricing	Subject to application and pre-approval by PayPal.
	Domestic rate: 1.9% + Fixed Fee per each payment transaction.
	Fixed Fee for Charity Pricing (depending on the payment currency received):

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK

Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit	2 MYR
Mexican Peso	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Russian Ruble <sup>^</sup> :	10.00 RUB <sup>^</sup>
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

<sup>^</sup> Subject to the commencement of PayPal's Russian Ruble service.

Cross Border rate: the Cross Border Fee for Charity Pricing is the same as the Fee for Receiving Cross Border Commercial Transaction payments.

Note: For Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the Domestic rate will apply.

### Micropayment Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account on [this page](#). This rate will apply to all Commercial Transaction payments received into your PayPal account.

Activity	Fee	Fee in Foreign Currency
Receiving payments in EUR from within the EU, or from Norway, Iceland, Liechtenstein	10% + 0.10 EUR	Not applicable
Receiving payments from other countries or in other currencies	11% + 0.10 EUR	For Fixed Fee in other currencies please refer to <a href="https://micropayments.paypal-labs.com/">https://micropayments.paypal-labs.com/</a>

We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service.

**5. Due dates, taxes and third-party fees.** All quoted fees are due immediately. All fees are payable by you without set off or other deductions. Quoted fees are inclusive of all applicable taxes. Other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account.

## • 8. Currency Conversion

Further, we have made an editorial change and moved the provisions on what happens in case of a currency conversion to Section 8 (now headed with "Fees and Currency Conversion") as we thought it helps to understand the provisions if they are read in context. Further we have explicitly stated in this section that (i) in case of a transaction funded by credit card we are authorized to provide for the currency exchange instead of the credit card company and (ii) that where a transaction is not in Euro we will always debit your bank account in Euro, which means as a consequence that we will provide for the currency exchange and not your bank.

Section 8.2 will read as following:

**“8.2 Currency Conversion.** If your transaction involves a currency conversion by PayPal, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.

The Currency Conversion Fees that are applicable whenever PayPal performs a currency conversion are set out in Section Schedule 1 (Table of Fees) to this Agreement.

The “Currency Converter” tool can be accessed through your Account and used to see what exchange rates apply at any given time.

Where a currency conversion is offered by PayPal at the point of sale you will be shown the exchange rate that will be applied to the transaction before you proceed with authorising the payment transaction. By proceeding with your authorisation of the payment transaction you are agreeing to the currency conversion on the basis of such exchange rate. Where a currency conversion is offered at the point of sale by the merchant, not by PayPal, and you choose to authorise the payment transaction on the basis of the merchant's exchange rate and charges, PayPal has no liability to you for such currency conversion by a merchant.

Where your payment is funded by credit card and involves a currency conversion, by entering into this agreement you consent to and authorise PayPal to convert the currency in place of your credit card issuer.”

## • 9. Responsibility for compliance with laws and rules applicable to the user

We inserted a note in Section 14.6 to alert you to your responsibility for your compliance with any laws applicable to you, in particular any import/export rules or foreign currency transactions.

The last paragraph of Section 14.6 reads as following:

*“You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the PayPal Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.”*

## • Amendments to the PayPal Buyer Protection Policy

### 1. Qualification requirement on eBay

We have deleted the requirement that an item has to be marked as “buy securely” if listed on eBay. This distinction does not exist anymore and we will grant Buyer Protection independent from any such marking on eBay.

### 2. Cases where we refuse Buyer Protection

In case of Buyer protection claims for items not received, if shipment has been agreed in relation to the bought item (these are the cases that were already covered by PayPal Buyer Protection) then we will refuse buyer protection where the seller can provide the required proof of shipment. Also in other cases, we will refuse buyer protection if the seller can provide a specified equivalent of shipment and/or receipt.

Therefore Section 4.1 (description when a buyer can benefit from PayPal Buyer Protection) will be amended as following:

**“4.1 For a paid item, if shipment has been agreed, the item has not been shipped by the seller, or the seller has not complied with the seller duties described in this section 4.1.**

*PayPal Buyer Protection does **not** cover items lost in transit. If the seller can provide within the required time frame valid proof of shipment (as described in more detail in the Seller Protection Policy) or a respective equivalent proving shipment and/or receipt as agreed between PayPal and the seller, PayPal will refuse to grant PayPal Buyer Protection.*

*Before filing a claim for PayPal Buyer Protection, the buyer must allow sufficient time for shipping and delivery, at least one week, and try to resolve the dispute by directly contacting the seller.”*

### 3. Buyer Responsibilities.

Usually Buyer has to reply to PayPal's request in the required time, otherwise there is no entitlement to Buyer Protection. Where the subject matter requires PayPal may extend such deadline – we have now included such possibility in our Buyer Protection Policy. Therefore Section 5.1 is rephrased as following:

**“5.1 The buyer must reply to any questions asked by PayPal in regards to the PayPal Buyer Protection claim within ten days. PayPal will decline the claim, if the buyer does not provide an answer within the given timeframe. PayPal may extend this time frame in case of extraordinary circumstances which are outside the control of the buyer.”**

### 4. Assignment of claims under purchase agreement

The background of this change is that in case of a successful Buyer Protection Claim (e.g. where the Seller is in delay of sending the item or delivered the wrong item), PayPal may under certain circumstances take recourse from the Seller under the User Agreement. According to Section 6.1 of the Buyer Protection Policy the Buyer assigns its claims against the Seller under the purchase agreement. Such assignment serves PayPal's recourse from the Seller. Further, in case the Buyer has received payout under the Buyer Protection from PayPal, Buyer shall not be able to claim delivery from the Seller. The change points the reader to the fact that also PayPal will of course not seek double relief from the Seller in the same matter. Section 6.1 reads as following:

**“6.1 Assignment of payment claims.** As of the time of receipt of a PayPal Buyer Protection payout, the buyer hereby assigns any claims the buyer may have vis-à-vis the seller to PayPal, based on the contract of sale in the amount of the payout sum. For the avoidance of doubt, in case PayPal is fully satisfied after successfully pursuing such assigned claims against the seller, it will not seek double relief for the same matter under the User Agreement. “

- **Amendment to the PayPal Seller Protection Policy**

1. **Seller Protection Policy**

In order to improve the clarity and readability of the seller protection regulations contained in Section 11 we have moved these regulations into a separate Seller Protection Policy which – just like former Section 11 – is part of this User Agreement.

2. **Scope of Applicability**

The Seller Protection's scope of applicability is limited to payments on eBay. Section 1 of the Seller Protection Policy (former Section 11.1 of the User Agreement) now reads as follows:

***"1 Protection against payment deficits on eBay. PayPal protects the recipient of a payment made by a customer (the "payment recipient") on eBay against a payment deficit resulting from:***

- *a chargeback or reversal of payment for reason of an "Unauthorised Payment"; or*
- *a chargeback or reversal for reason of "Item Not Received" by the buyer,*

*where PayPal receives from you proof that the item was posted in accordance with the requirements set forth in Section 6 below, subject to the further provision of this Seller Protection Policy (including, without limitation, the Eligibility Requirements at Section 5)."*

The first sentence of Section 2 of the Seller Protection Policy (former Section 11.2 of the User Agreement) was changed accordingly as follows:

***"2 Which payments are protected? All PayPal payments received from buyers for an eligible item purchased on eBay worldwide with PayPal as accepted payment."***

3. **Excluded transactions**

There are cases where no Seller Protection is available; we have included payments received by Sellers on eBay from eBay. The background is that Seller will receive the payment from a PayPal account of eBay, and not from the Buyer – therefore there is no PayPal Buyer Protection either for which the Seller could become liable and Seller does not need any Seller Protection. Accordingly, we have included the following sentences 2 and 3 in Section 2 of the Seller Protection Policy (former Section 11.2 of the User Agreement):

***"Disbursements on eBay made via PayPal are not eligible, as in connection with such disbursements on eBay no Buyer Protection claims are enforced against the PayPal account, unless the seller consents in the individual case to a refund. This does not affect the right of PayPal to setoff any available funds in the account against a negative balance (see Section 5.2 of the User Agreement)"***

4. **Proof of shipment**

- We have made a clarification in relation to the proof of shipment we accept, in order to anticipate questions of Sellers in that respect.

Section 6 of the Seller Protection Policy (former Section 11.6 of the User Agreement) now reads as follows:

***"6 Proof of shipment. The seller must prove shipment of the item vis-à-vis PayPal by online or physical documentation, which fulfils the following requirements:***

- *Confirmation that the item has been shipped and date of postage;*
- *The recipient's address (as given in the Transaction Details);*
- *Official acceptance by the shipping company (for example a receipt or online tracking information which enables PayPal to trace the shipping)."*

- **Amendment to the PayPal Acceptable Use Policy**

- 1) **Prohibited Activities**

- a. Part 2 of this section is being amended to clarify that you may not use the PayPal service for activities that relate to transactions (i.e. not only sales) involving:
  - i) the items already listed in that section; and
  - ii) additionally, stolen goods including digital and virtual goods.
- b. Part 4 of this section is being amended to clarify that you may not use the PayPal service for activities that relate to transactions involving certain credit repair, debt settlement services, credit transactions or insurance activities.

No 1, 2, and 3 of the Prohibited Activities Section read as following:

“

1. *violate any law, statute, ordinance or regulation.*
2. *relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) stolen goods including digital and virtual goods, (e) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (f) items that are considered obscene, (g) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (h) certain sexually oriented materials or services, (i) ammunition, firearms, or certain firearm parts or accessories, or (j) certain weapons or knives regulated under applicable law.*

3. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f), are associated with the sale of traveler's checks or money orders, (g) involve currency exchanges or check cashing businesses, or (h) involve certain credit repair, debt settlement services, credit transactions or insurance activities."

## 2) Activities Requiring Pre-Approval

This section is being amended to clarify that PayPal requires pre-approval to accept payments for certain services as set out in section 6 (which lists certain gambling activities, amongst other activities) instead of section 5. Further, airlines are added. The beginning of this section reads as following:

*"Activities Requiring Approval*

*PayPal requires pre-approval to accept payments for certain services as set out in 6 above and detailed in the chart below.*

*Service Requiring Pre-Approval*

*Airlines and scheduled or non-scheduled charters/jets/air taxi operators; ...*

*Contact Information*

*Please send contact information, business website URL and a brief business summary to [compliance@paypal.com](mailto:compliance@paypal.com)"*

## Amendment to the PayPal Privacy Policy

Effective Date: Jun 12, 2012

 [Print](#)  [Download PDF](#)

### • Amendment to the PayPal Privacy Policy

PayPal will amend its Privacy Policy with effect as of the date stated above.

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** ([https://www.paypal.com/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

Please review the current [Privacy Policy](#).

### • 1. Required Information

If you are accessing PayPal by way of a mobile device, the data we may collect from you or from your device might be different from a home computer, and may include specific information associated with mobile devices and the mobile use of the PayPal service. We have therefore supplemented the section on required information accordingly. The relevant part of this section reads as follows:

*"... When you access PayPal using a mobile device, we may collect and store device sign-on data (including device ID) and geolocation data in order to provide our service."*

### • 2. Our Use of "Cookies"

We have amended this section to include the provider of retargeting cookies UIM (United Internet Media) and FetchBack, Inc. which provide similar services as Google and Criteo. The relevant part of this section now reads as follows:

*"... We participate in a cookie-based exchange operated by Criteo, UIM, FetchBack and Google. Criteo, UIM, FetchBack and Google use cookies to collect anonymous information, which may be used to tailor the advertising you see on PayPal or eBay sites or elsewhere on the web, but we don't permit them to collect any personal information about you. Please visit the [Criteo](#), [UIM](#), [FetchBack](#) and [Google](#) privacy information pages to learn more about each of their practices and privacy policies, including how to opt out of their programmes. ..."*

### • 3. Disclosure to Third Parties other than PayPal Customers

**Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.**

**In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.**

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared.

#### Payment Processors

Visa Europe Ltd (UK) including

To share risk and fraud

All account details of

Visa's VMAS system; Mastercard International Incorporated. (USA) including Mastercard's MATCH system

information in the mandatory credit card company's database regarding the conduct of a merchant's account thereby reducing exposure to fraud and breaches of scheme rules and standards.

merchant account, and circumstances and conduct of the account

#### Customer Service Outsourcing

Lithium Technologies Inc. (USA)

To provide member-to-member platform services and customer service on our customer community platforms.

Name, email address, PayPal single sign on ID (PayPal SSN ID)

ILinc Communications, Inc. (USA)

To provide webinars (online seminars) to merchants on Ilinc's platform.

Name, email address of merchants

#### Credit Reference and Fraud Agencies

CRIF (Italy), Cerved B.I (Italy), Coface (France), Synectics Solutions Limited (UK), MCL Hunter (UK), GB Group plc (UK), Graydon (UK), iQor Recovery Services Limited (UK), UK Data Limited (UK), ICC Information Limited (UK), Payment Trust Limited (UK), 192.com (UK), 192.com Limited (UK), i-CD Publishing (UK) Limited (UK), Experian Netherlands BV (Netherlands), Experian Bureau de Credito SA (Spain), Informa D&B SA (Spain), Informa Solutions GmbH (Germany), Arvato Infoscore GmbH (Germany), CRIBIS D&B S.r.l. (Italy).

To verify identity, verify linkage between a customer and its bank account or credit/debit card, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking. .

Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate) and relevant transaction information (if appropriate).

**Please note that data disclosed to these agencies may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.**

Callcredit plc. (UK) including the SHARE database administered by Callcredit, Experian Limited (UK) including databases administered by Experian used for consumer and commercial referencing including CAPS credit searches and CAIS credit account performance data, Equifax Ltd (UK) including the Insight database administered by Equifax, Dun & Bradstreet Limited (UK)

To verify identity, verify linkage between a customer and its bank account or credit/debit card, make decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.

Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate), relevant transaction information (if appropriate), account balance and all information supplied and used for your application for the UK products "Website Payments Pro" and "Virtual Terminal.

For users of the UK products "Website Payments Pro" and "Virtual Terminal" and UK merchants only:

- to report defaults and supply monthly account performance information, where the account shows an amount owing to us (reflected as a negative balance) for three or more consecutive months, to the databases of these third parties; and
- for the purposes set out in section 8 of this Privacy Policy.

**Please note that data disclosed to these agencies and databases may be:**

- retained by the applicable credit reference agency or database for audit and fraud prevention purposes;
- disclosed to other financial institutions for the purpose of gauging creditworthiness; and
- transferred outside of the EU and on a global basis.

CIFAS (UK) and the CIFAS database	<p>For users with UK PayPal accounts only: to prevent and detect fraud</p> <p><b>Please note that such data disclosed to this database may be:</b></p> <ul style="list-style-type: none"> <li>• retained by the database for audit and fraud prevention purposes (which may include checking details on job applicants and employees and on proposals and claims for all types of insurance);</li> <li>• disclosed to other financial institutions for the purpose of fraud prevention and detection; and</li> <li>• transferred outside of the EU and on a global basis.</li> </ul>	CIFAS (UK) and the CIFAS database
Accumio Finance Services GmbH (Germany), Deltavista GmbH (Germany)	Establish risk associated with address, identity; make decisions concerning a customer's credit worthiness; research and testing as to appropriateness of new products and services.	Name, address, date of birth, email address
SCHUFA Holding AG (Germany)	To verify a customer's identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering including checks on the linkage of the customer and its bank account, determine creditworthiness of merchants, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth, gender, bank account details.
CEG Creditreform Consumer GmbH (Germany)	To validate identity and address and retrieve contact phone numbers and addresses, determine creditworthiness of a user, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth.
Creditreform Berlin Wolfram KG (Germany)	To determine creditworthiness of a merchant.	Name, address, email-address.
Bürger Wirtschaftsinformationen GmbH & Co. KG (Germany)	To verify business identity of merchants and consumers, to validate address, research and testing as to appropriateness of new products and services.	All account information.
EOS Information Services GmbH (Germany)	To verify identity, to validate delivery and fraud risk in relation to users with a German PayPal account, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth
Global Data Corporation (USA)	To verify identity, carry out checks for the prevention and detection of crime including fraud, research and testing as to appropriateness of new products and services.	Name, address, date of birth, telephone number, email address
RSA Security Inc. (USA) and RSA Security Ireland Limited (Ireland)	To verify identity.	All account information.
ID Checker.nl BV (Netherlands) (Ireland)	To verify identity; research and testing as to appropriateness of new products and services.	All account information and proof of identity.
Iovation Inc. (USA), ThreatMetrix Inc (USA)	To retrieve risk information regarding the IP and device from which you are accessing PayPal, research and testing as to appropriateness of new products and services.	IP and hardware information about the device (device ID)
TeleSign Corporation (USA)	To validate phone numbers, research and testing as to appropriateness of new products and services.	Telephone number
AddressDoctor GmbH (Germany), Deutsche Post	To validate and re-structure address data into normalized	Address, email address

<i>Adress GmbH &amp; Co. KG (Germany)</i>	<i>format.</i>	
<i>Deutsche Post Direkt GmbH (Germany), AZ Direct GmbH (Germany)</i>	<i>To validate and re-structure address data into normalized format and to verify name and address.</i>	<i>Name, address, email address</i>
<i>Easycash GmbH (Germany), Wirecard AG (Germany)</i>	<i>Check and provide the linkage between a customer and bank account or credit card, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth, bank account details, credit / debit card information</i>
<i>Mitek Systems Inc. (USA)</i>	<i>To validate images of identity documents and research and testing as to appropriateness of new products and services.</i>	<i>Proof of identity, details of bank accounts and credit/debit card information</i>
<b>Marketing and Public Relations</b>		
<i>Eloqua Limited (Canada)</i>	<i>To develop, measure and execute marketing campaigns.</i>	<i>Name, business name, address and registration number of merchant, name, job title, email address, phone number of merchant's contact person, merchant web site URL, PayPal account number, third party applications used by the merchant.</i>
<i>Datacolor Dialog-Medien GmbH (Germany)</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, email address, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.</i>
<i>Daniel J Edelman Ltd (UK)</i>	<i>To answer media enquiries regarding customer queries.</i>	<i>Name, address, and all customer account information relevant to customer queries.</i>
<b>Operational services</b>		
<i>Arvato Infoscore GmbH (Germany),</i>	<i>To collect debt.</i>	<i>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.</i>
<i>ITELLIUM mobile Solutions GmbH (Germany)</i>	<i>Production of innovative payment methods (e.g. applications) and processing of payments through such innovative payment methods.</i>	<i>All account information.</i>
<i>Trustwave Holdings Inc. (USA)</i>	<i>To provide PCI compliance validation services for merchant accounts and merchant integrations.</i>	<i>Business name, address, account number, merchant type, compliance program used, PCI Level, PCI Status, PCI Expiry, name, email address, phone number of merchant's contact person</i>
<i>Zoot Enterprises, Inc. (USA)</i>	<i>To process technical applications and to provide a data gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies.</i>	<i>All account information</i>
<i>Scorex (UK) Limited (UK)</i>	<i>To provide a technology solution to allow PayPal to process, send and receive credit information of users via its contracted credit reference agencies.</i>	<i>Name, address, email address, date of birth, length of time at address, phone number, legal form, length of time in business, company registration number, VAT number (if appropriate).</i>
<i>OXID eSales AG (Germany)</i>	<i>Services in connection with the development and operation of a payment system for stationary trade (point of sale)</i>	<i>All account information and transaction information (as appropriate)</i>

**Group companies**

BillSAFE GmbH (Germany),  
eBay Services S. à r.l.  
(Luxembourg)

To provide joint customers  
content and services (like  
registration, transactions and  
customer support), or to assess  
risk, or to help detect and  
prevent potentially illegal acts  
and violations of policies, and to  
guide decisions about their  
products, services and  
communications.

All account information.

Further we have made a change consequential to these disclosures in sub-paragraph d. of this section, and clarified that where we explicitly state this in the table, we may share data with databases of payment processors and of credit reference and fraud agencies, for the purposes of their fraud prevention databases and, as applicable, to assess creditworthiness. Such databases may be accessible by third parties in accordance with their respective terms and the applicable data protection laws. The relevant part of sub-paragraph d. of this section therefore reads as following:

*"... With respect to the column titled, "Purpose", each third party, with the exception of the regulatory agencies, certain of the payment processors and credit reference and fraud agencies and group companies referred to at the end of this table, is carrying out the purpose to fulfil obligations which PayPal has contracted with the entity to fulfil. The regulatory agencies are carrying out their purpose in accordance with their regulatory objectives and requirements. Where explicitly specified in the table, the payment processors and credit reference and fraud agencies may use the information in their respective databases, and forward information to third parties for the purposes of fraud prevention and the assessment of creditworthiness, in accordance with their respective terms."*

- 4. Other changes**

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

### Amendment to the PayPal Privacy Policy

Effective Date: Jan 24, 2012

 [Print](#)  [Download PDF](#)

- PayPal will amend its Privacy Policy with effect as of the date stated above.

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** ([https://www.paypal.com/cgi-bin/?&cmd=\\_close-account](https://www.paypal.com/cgi-bin/?&cmd=_close-account)) immediately without incurring any additional charges.

Please review the current [Privacy Policy](#).

- Amendment to the PayPal Privacy Policy**

#### 1. Our Use of "Cookies"

We have amended this section to further clarify how and why PayPal uses cookies and to remind you that you may encounter cookies from third parties when using the PayPal Services on websites we do not control. The relevant part of this section now reads as follows:

*"...We also use cookies to customise the PayPal Services, content and advertising, to measure promotional effectiveness and to promote trust and safety.*

*We participate in a cookie-based exchange operated by Criteo and Google. Criteo and Google use cookies to collect anonymous information, which may be used to tailor the advertising you see on PayPal or eBay sites or elsewhere on the web, but we don't permit them to collect any personal information about you. Please visit the [Criteo](#) and [Google](#) privacy information pages to learn more about each of their practices and privacy policies, including how to opt out of their programmes.*

*We use cookies written with Flash technology to help prevent fraud (including, without limitation, to help ensure that your account security is not compromised and to identify irregularities in behaviour) and to support checkout functionality. You can manage Flash cookies on a per-site basis using the [Settings Manager for Adobe Flash Player](#). Although we don't recommend taking such action, this tool enables you to disable the use of Flash cookies or limit activity to specific domains, such as PayPal. You can access the tool by clicking [here](#) (to use it on the Adobe website) or by right-clicking on any Flash content displayed on your browser and selecting "Settings" or "Global Settings" from the drop down menu..."*

#### 2. Disclosure to Third Parties other than PayPal Customers

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties for the purposes set out in the table below.

**Credit Reference and Fraud Agencies**

<i>Experian Bureau de Credito SA (Spain)</i>	<i>To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.</i>	<i>Name, address, date of birth, length of time at address, phone number, proof of identity, legal form, length of time in business, company registration number, VAT number, relevant transaction information (if appropriate)</i>
<i>Acxiom Ltd (UK), Acxiom Deutschland GmbH (Germany) and Acxiom France SAS (France)</i>	<i>To verify identity.</i>	<i>Name, address, phone number, email address and date of birth</i>
<i>Creditinfo Decision (Czech Republic) and DecisionMetrics Limited (UK)</i>	<i>To assist with PayPal's assessment of merchant risk.</i>	<i>All merchant account information</i>

**Financial Products**

<i>La Poste (France)</i>	<i>To resolve technical issues and user claims (when PayPal is being offered by the merchant through La Poste's payment solution)</i>	<i>Any Account information necessary to resolve the issue or claim</i>
<i>Findomestic Banca (Italy)</i>	<i>Registration of the credit card issued by the credit company on the user's PayPal account and the processing of funding requests made by the same user.</i>	<i>Name, email address, date of birth (as the case may be), credit card number; expiry date, three digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.</i>

**Marketing and Public Relations**

<i>Ipsos Mori UK Limited (UK), Ipsos GmbH (Germany), Ipsos SAS (France) and FactWorks GmbH (Germany)</i>	<i>To conduct customer service and marketing surveys.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>Text 100 (Spain, Sweden, Germany, Italy, Denmark and Netherlands)</i>	<i>To answer media enquiries regarding customer queries.</i>	<i>Name, address, and all customer account information relevant to customer queries.</i>
<i>1000Mercis SA (France) and 1000Mercis Ltd (UK)</i>	<i>To store user data to conduct marketing campaigns on behalf of PayPal.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>A McLay &amp; Company Limited (UK), TNT Post Italia (Italy) and MEILLERGHIP GmbH (Germany)</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, address, email address, business name, domain name, account status, account preferences, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>B2S (France)</i>	<i>To store merchants' contact information for marketing communications to those merchants.</i>	<i>Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.</i>
<i>Criteo SA (France)</i>	<i>To execute retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.</i>	<i>Name, email address and phone number.</i>

Heaven SAS (France)	To execute marketing campaigns for merchants.	Name of merchant, merchant web site URL, description of item purchased and price of item.
Sotia Telematiques Associes SAS (France)	To store user data for marketing campaigns and to execute direct marketing campaigns.	Name, email address and phone number.
Facebook, Inc (USA) and Facebook Ireland Limited (Ireland)	To allow PayPal to facilitate the sharing by a PayPal user of transaction details that relate to a purchase made by that PayPal user with users of the Facebook platform (only when initiated by that PayPal user).	Name of merchant, merchant web site URL, description of item purchased and price of item.
SurveyMonkey Spain, Sucursal em Portugal (Portugal) and SurveyMonkey.com, LLC (USA)	To assist in carrying out user surveys.	Name, email address and details of customer campaign interaction.
<b>Operational services</b>		
Transcom Worldwide S.A. (UK), Transcom Worldwide (UK) Limited (UK), Newman & Company Limited (UK)	To collect debt	Name, address, telephone number, date of birth, account number, e-mail address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider
e-Dialog, Inc.	To fulfil email operations in respect of the PayPal services (including, but not limited to, operations, customer services, collections, marketing programmes and promotions).	Name, address, email address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of the PayPal services offered or used, and relevant transaction and account information.
azionare GmbH (Germany)	To distribute prizes in prize promotions on Facebook.	Name and email address.
ITELLIUM mobile Solutions GmbH (Germany)	To assist in the production of innovative payment methods (e.g. applications).	All account information.
<b>Group companies</b>		
StubHub Europe S.à r.l. (Luxembourg), StubHub Services S.à r.l. (Luxembourg), Viva Group, Inc. (USA), GSI Commerce, Inc. (USA), e-Dialog, Inc. (USA) and Zong Inc.(USA)	To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal).	All account information.

### 3. Other changes

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

## Amendment to the PayPal User Agreement

Effective Date: Sep 07, 2011

 [Print](#)  [Download PDF](#)

### • I. Amendment to the PayPal User Agreement

#### 1. Privacy Policy

PayPal will separate the Privacy Policy from the User Agreement. The pertinent part of the

introductory remarks now reads as follows

*"The following documents form a part of this User Agreement:*

- *Acceptable Use Policy*
- *Buyer and Seller Protection Policies"*

## 2. Accounts

PayPal distinguishes between 1) a Premier Account, which is designed for personal purposes only and 2) a Business Account. Accordingly, Section 2.2 will now read as follows:

**2.2 Account types.** We offer two different types of Accounts: Premier and Business Accounts. You may only hold one Premier Account and one Business Account.

- a. **Premier and Business Account.** You may sign up for a Premier or a Business Account with PayPal. A Premier Account is designed for personal purposes only. A Business Account must not be used for personal purposes, but only for your business or enterprise.
- b. **Payment and Reserve functionality.** By default, your PayPal account comprises two different functionalities: A payment functionality and a reserve functionality. For the purpose of understandability we refer to them as Payment Account and Reserve Account.

The availability of sending payments and withdrawing funds depends on the availability of the respective funds in your payment or Reserve Account.

Funds in your Payment Account: You may freely avail of these funds, withdraw them to your bank account, or send payments.

Funds in your Reserve Account: These funds are temporarily unavailable for you – they will display as "Payments held" in your PayPal account. This means you may not withdraw these funds to your bank account or use it to send payments. This comprises all payments with the status "Pending" or "Held" as these are being held for risk protection purposes. The following scenarios may be affected:

1. Payments completed by the merchant at a later stage (see 3.9)
2. Payment Reviews (see 4.3)
3. Payments on Temporary Hold (see 10.5 and 10.6)
4. Restricted activities and measures taken by PayPal (see 9 and 10)

## 3. "PayPal Business Payments"

In some countries, PayPal will introduce the product "Business Payments", for which funding sources will be limited.

Section 3.6 reads as follows

**"3.6 Funding Source Limitations.** In order to manage risk, PayPal may limit the Funding Sources available for a transaction. If we limit a Funding Source, we will inform you about the alternative funding source we use. For PayPal Business Payments, you are limited to funding your PayPal payment with your Balance."

Section 4.8 reads as follows

**"4.8 PayPal Business Payments.** If you offer PayPal Business Payments in a payment flow, you shall not offer any other PayPal-branded payment option in the same flow."

## 4. Third party initiated payments (including Recurring Payments)

In case you have authorized a third party to collect funds from your PayPal Account, a refund of collected funds will now also be possible if the collected amount exceeds the amount you could have reasonably expected to be collected, taking into account your previous spending patterns and the circumstances of the case. In addition, PayPal clarifies that only one of the conditions a) to c) and d) to e) both have to be met by you in each case.

Section 3.10 now reads as follows:

**3.10 Third party initiated payments (including Recurring Payments).** You may authorize a third party (for example, a merchant) to collect funds from your PayPal Account. By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time, sporadic, or recurring basis.

In this case you authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account. This applies as long as you do not terminate this agreement with the third party. You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment.

Any authorizations you have agreed with any third parties can be viewed in your PayPal account. We will not inform you in advance about any recurring payments under this agreement. However, you may request such information from your merchant. If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of third party initiated payments being based on fluctuating exchange rates.

Third parties who present us with a payment request under this provision warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be

deducted (including changes to those amounts).

Third parties who present us with a payment request under this provision also agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment. You agree that you cannot request a refund from PayPal for a variable Recurring Payment unless:

- a. the applicable amount exceeded the amount you could have reasonably been expected to make, taking into account your previous spending patterns and the circumstances of the case; **or**
- b. your consent to the making of the Recurring Payment was not given as set out in section 3.1(e); **or**
- c. the information relating to the Recurring Payment was not provided or made available to you in reasonable time before the date the payment transaction was made to the merchant; **and**
- d. you notify us of the request within 8 weeks from the date the payment was made; **and**
- e. you comply with our requests to obtain information which we reasonably require to review the circumstances of the case.

## 5. Sending eMoney in Turkish Lira and Malaysian Ringgit

PayPal payments are now also possible in Turkish Lira and Malaysian Ringgit. Accordingly, Section 3.12 now reads as follows:

**3.12 Sending E-money in Multiple Currencies.** You may send money in the following currencies:

1. US Dollars
2. Canadian Dollar Euro
3. British Pounds
4. Yen
5. Argentinean Pesos
6. Brazilian Reals
7. Australian Dollars
8. Czech Crowns
9. Danish Crowns
10. Hong Kong Dollar
11. Hungarian Forint
12. Israeli New Shekel
13. Malaysian Ringgits
14. Mexican Pesos
15. New Taiwan Dollars
16. New Zealand Dollars
17. Norwegian Crowns
18. Polish Zloty
19. Philippine Pesos
20. Singapore Dollar
21. Swedish Crowns
22. Swiss Francs
23. Thai Baht
24. Turkish Lira

## 6. Balances and transaction information

**You do not need to maintain a balance in your PayPal account to make a payment. When you make a PayPal payment funded by direct debit, credit card, giropay or bank transfer, you receive e-money in your PayPal account.**

**Section 5.1 reads:**

**5.1 Balances and transaction information.** You may check your Balance by logging into your Account. Key information relating to your payments will be provided to you via e-mail.

You will also be able to access a downloadable report of your Account, including payment details and fees. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy. PayPal will ensure that the details of each transaction will be made available for you to view online for at least 13 months from when it is first made available. PayPal reserves the right to charge a Fee for providing you with additional information or for providing the transaction history and other information about Fees in a different way.

You do not need to maintain a Balance in your Account in order to make payments. When you make a PayPal payment funded by direct debit, credit card, giropay or bank transfer, you receive e-money in your PayPal account. We instantly transfer this e-money to the payment recipient. If you hold a Balance you will not receive interest or any other earnings on this Balance because the Balance represents E-

Money and not a deposit.

## 7. Sending, Receiving and Withdrawal Limits

PayPal clarifies how sending, receiving or withdrawal limits imposed by money laundering regulations are applied.

Section 3.2 on Sending Limits now reads as follows

**3.2. Sending Limits.** *The transaction sending limit on your Account is 2,500 Euro per year starting from the date that payment activity first took place on your Account. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can send through our Service in order to minimize the risk of payment losses or fraud.*

Section 4.1 on Receiving Limits now reads as follows

**4.1 Lifting your receiving limit.** *If you have a yearly receiving limit on your Account, you can view it by logging into your Account and clicking on the "View Limits" link on the "Account Overview". For this purpose, "yearly" relates to each calendar year. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can receive through our Service."*

Section 6.2 on Withdrawal Limits now reads as follows

" 6.2

a. **Withdrawal/Redemption Limits.** *You agree to comply with our requests to verify your identity before we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. You can view your yearly and/or other periodic withdrawal limits, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview." For this purpose, "yearly" relates to each calendar year. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can withdraw through our Service."*

## 8. Closing of your Account

Inactivity in your account over a period of three years will no longer lead to an automatic closure of your account, although PayPal does reserve its right to close your account under these circumstances at its discretion. Funds that are still in your account, if any, will be deposited at the "Trésorerie de l'Etat, Caisse de Consignation". The Trésorerie de l'Etat, Caisse de Consignation, is not an operational unit of the PayPal, but a department of the Luxembourg Treasury.

Section 7.3 will therefore read as follows

**"7.3 Unclaimed Balances on Dormant Accounts.** *Subject to the remainder of this section, E-money held in your Account is not subject to any time limitation as to its validity. If you do not access your Account for a period of three years it may be closed. After closure, we may use the information you have provided us to try to send you any funds in redemption of the E-money in your Account. If that information is not correct and we are unable to complete the payment to you, we may then deposit your E-money with the Luxembourg Caisse de Consignation at Trésorerie de l'Etat, 3, rue du St-Esprit, L-1475, Luxembourg, Tel: (+352) 2478-2478, Fax: (+352) 46 72 62. For the avoidance of doubt, the Trésorerie de l'Etat, Caisse de Consignation, is not an operational unit of the PayPal, but a department of the Luxembourg Treasury operating under the jurisdiction of the Luxembourg Ministry of Finance. Please contact PayPal Customer Service at the telephone number shown on the PayPal web site(s) if you have any questions about funds held in your Account if it has been closed pursuant to this section 7.3."*

## 9. Fees

PayPal adapts (i) part of the fees for sending and receiving in case of international transactions in non Euro currencies, as well as (ii) the fee caps for mass payments. In addition, the format of the fee table is aligned with the fee table in other European countries in which PayPal is active (notably UK, FR, IT).

Section 8 now reads as follows:

"Fees depend on whether a commercial transaction, a PayPal business payment or a personal transaction is made. A **"Commercial Transaction"** involves buying and selling goods and services, or payments received when you "request money" using PayPal. **"PayPal Business Payments"** means payments between Users made through certain third parties' products or services where the sender must fund their payment exclusively using their Balance and for which the PayPal Business Payment fee applies. **"Personal Transaction"** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions. When sending a Personal Transaction payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. Please note that Indian registered Accounts may neither send nor receive personal transaction payments.

For PayPal Business Payments, the PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.

A **"Domestic Transaction"** is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region. A **"Cross Border Transaction"** occurs when the sender and receiver execute a payment between PayPal Accounts which are not registered in the same country or region.

Fees for Users registered in Austria are as follows. For Users with a PayPal Account registered in a

region which is not Austria, then for the avoidance of doubt, those Users will be liable to PayPal for the fees as set out in the terms of the User Agreement relevant to that other region or as set out in the Fee Table available from the “footer” of each page of the PayPal website applicable to the country where the User is registered.

If other Fees apply for services or functionalities not referred to below, you will be notified of those Fees on the PayPal Website(s) where those other services or functionalities are offered or provided.

**Note:** reference to a percentage fee rate below refers to an amount equal to that percentage of the payment transaction amount.

### 8.1 Personal Transactions

A personal payment involves sending a payment which is not based on a purchase, and which you receive from friends or family members. If you are selling goods or services, you may not ask the buyer to send you a personal transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for personal transactions. When sending a Personal payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. If you send a personal payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of a personal payment will pay the transaction fee. This will be disclosed to you by the third party. Please note that, in some cases with the exception of Mobile Payments, you cannot send money for a PayPal personal payment from some countries, including Germany, India or China and that Indian registered Accounts may neither send nor receive personal payments. This means that you cannot send personal payments to Indian registered Accounts.

A Mobile Payment is a Personal Payment which is sent from the sender's portable device (e.g. mobile phone) to the recipient's portable device. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective fees when accepting the payment. A payment is sent or received in the country where the respective PayPal Account of the User is registered

The personal transaction fee will be shown at the time of payment.

#### a. Domestic Personal Transactions

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Debit card and/or - Credit Card
Domestic Personal Transaction	Sending or Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

#### b. Cross-border Personal Transactions

Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Credit Card																			
Sending or Receiving	<b>Important: this fee is based on the country of the sender's registered PayPal Account.</b>	<b>Important: this fee is based on the country of the senders's registered PayPal Account.</b>																			
	Cross Border Fee outlined in the table below.	Cross Border Fee outlined in the table below <b>plus</b> the Fixed Fee (outlined in the Fixed Fee table below).																			
	<table><tr><th>Sender Country Corridor</th><th>Cross border fee</th></tr><tr><td>Northern Europe*</td><td>0.4%</td></tr><tr><td>Europe I/ US/ Canada**</td><td>0.5%</td></tr><tr><td>Europe II***</td><td>1.0%</td></tr><tr><td>Rest of World</td><td>1.5%</td></tr></table>	Sender Country Corridor	Cross border fee	Northern Europe*	0.4%	Europe I/ US/ Canada**	0.5%	Europe II***	1.0%	Rest of World	1.5%	<table><tr><th>Sender Country Corridor</th><th>Cross border fee</th></tr><tr><td>Northern Europe*</td><td>3.8%</td></tr><tr><td>Euro Europe/ US/ Canada**</td><td>3.9%</td></tr><tr><td>Non Euro Europe***</td><td>4.4%</td></tr><tr><td>Rest of World</td><td>4.9%</td></tr></table>	Sender Country Corridor	Cross border fee	Northern Europe*	3.8%	Euro Europe/ US/ Canada**	3.9%	Non Euro Europe***	4.4%	Rest of World
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\* Denmark (including Greenland and the Faroe Islands), Finland, Iceland, Norway, Sweden

\*\* Austria, Belgium, Canada, Cyprus, Estonia, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Ireland, Isle of Man, Italy, Luxembourg, Malta, Martinique, Mayotte, Monaco, Montenegro, Netherlands, Portugal, Reunion, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State

\*\*\* Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine

**Note:** Cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Personal Transaction payments

Fixed Fee (based on currency received)	The Fixed Fee is based on the currency received as follows:	
	Argentine Peso:	2.00 ARS
	Australian Dollar:	0.30 AUD
	Brazilian Real:	0.40 BRL
	Canadian Dollar:	0.30 CAD
	Czech Koruna:	10.00 CZK
	Danish Krone:	2.60 DKK
	Euro:	0.35 EUR
	Hong Kong Dollar:	2.35 HKD
	Hungarian Forint:	90 HUF
	Israeli Shekel:	1.20 ILS
	Japanese Yen:	40 JPY
	Malaysian Ringgit:	2 MYR
	Mexican Peso:	4.00 MXN
	New Zealand Dollar:	0.45 NZD
	Norwegian Krone:	2.80 NOK
	Philippine Peso:	15.00 PHP
	Polish Zlotych:	1.35 PLN
	Singapore Dollar:	0.50 SGD
	Swedish Krona:	3.25 SEK
	Swiss Franc:	0.55 CHF
	Taiwan New Dollar:	10.00 TWD
	Thai Baht:	11.00 THB
	Turkish Lira:	0.45 TRY
	U.K. Pounds Sterling:	0.20 GBP
	U.S. Dollar:	0.30 USD

8.2 Commercial Transactions

Activity	Fee		
<b>Sending (Buying)</b>	Free (when no currency conversion is involved)		
<b>Receiving (Selling) for Domestic Payments</b>	<p>3.4% + Fixed Fee (see table below)</p> <p><b>Merchant rate</b> (requires one-time application, qualifying monthly sales volume, and account in good standing):</p> <p>Monthly sales with PayPal between 5,001 and 10,000 Euro: 2.9% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal between 10,001 and 50,000 Euro: 2.7% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal between 50,001 and 100,000 Euro: 2.4% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal of more than 100,000 Euro: 1.9% + Fixed Fee (see table below)</p>		
<b>Fixed Fee</b>	<p>The Fixed Fee is based on the currency received as follows:</p> <table><tr><td>Argentine Peso:</td><td>2.00 ARS</td></tr></table>	Argentine Peso:	2.00 ARS
Argentine Peso:	2.00 ARS		

Australian Dollar:	0.30 AUD
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Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

**Receiving (Selling) of cross-border payments**

**Receiving (selling) of domestic payments plus a cross border fee depending on sender (buyer) country.**  
(Please refer to the table below)

Buyer Country Corridor	Cross border fee
Northern Europe*	0.4%
Europe I/ US/ Canada**	0.5%
Europe II***	1.0%
Rest of World	1.5%

\* Denmark (including Greenland and the Faroe Islands), Finland, Iceland, Norway, Sweden

\*\* Austria, Belgium, Canada, Cyprus, Estonia, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Guernsey, Ireland, Isle of Man, Italy, Luxembourg, Malta, Martinique, Mayotte, Monaco, Montenegro, Netherlands, Portugal, Reunion, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State

\*\*\* Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.

**Note:** Cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments.

### 8.3 PayPal Business Payment Fee

PayPal shall apply the following fee to each PayPal Business Payment

Activity	PayPal Business Payment Fee
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<p>Sending or receiving*</p> <p>The PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.</p>	<p><b>0.50 USD per transaction involving a US seller</b></p> <p><b>2 GBP per transaction involving a UK seller</b></p>
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8.4 Additional Fees

Activity	Processing Fee																																																																														
<b>Currency Conversion Fee</b>  If your transaction involves a currency conversion, it will be completed at an exchange rate based on the wholesale exchange rate at which PayPal obtains foreign currency and which is determined by a financial institution. The exchange rate is adjusted regularly based on market conditions and may be applied immediately and without notice to you. The exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate, and the processing fee is retained by PayPal.  The “Currency Converter” tool can be accessed through your Account and used to see what exchange rates apply at any given time.	<b>For currency conversions that occur within your PayPal account outside and/or prior to a Personal or Commercial Transaction (“In Account”) (converting balances to other currencies before withdrawal for example) , as well as for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:</b>  2.5% above the wholesale exchange rate  <b>For all other transactions that involve a currency conversion and for which the seller has not agreed to bear the conversion fee:</b>  Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency <b>into which</b> the amount is converted. (please refer to the table below).																																																																														
	<table><tr><th>CURRENCY</th><th>CODE</th><th>PROCESSING FEE</th></tr><tr><td>Argentine Peso:</td><td>ARS</td><td>4.0%</td></tr><tr><td>Australian Dollar:</td><td>AUD</td><td>4.0%</td></tr><tr><td>Brazilian Real:</td><td>BRL</td><td>4.0%</td></tr><tr><td>Canadian Dollar:</td><td>CAD</td><td>3.0%</td></tr><tr><td>Czech Koruna:</td><td>CZK</td><td>3.5%</td></tr><tr><td>Danish Krone:</td><td>DKK</td><td>3.5%</td></tr><tr><td>Euro:</td><td>EUR</td><td>3.5%</td></tr><tr><td>Hong Kong Dollar:</td><td>HKD</td><td>4.0%</td></tr><tr><td>Hungarian Forint:</td><td>HUF</td><td>3.5%</td></tr><tr><td>Israeli Shekel:</td><td>ILS</td><td>4.0%</td></tr><tr><td>Japanese Yen:</td><td>JPY</td><td>4.0%</td></tr><tr><td>Mexican Peso</td><td>MXN</td><td>4.0%</td></tr><tr><td>Malaysian Ringgit</td><td>MYR</td><td>4.0%</td></tr><tr><td>New Zealand Dollar:</td><td>NZD</td><td>4.0%</td></tr><tr><td>Norwegian Krone:</td><td>NOK</td><td>3.5%</td></tr><tr><td>Philippine Peso:</td><td>PHP</td><td>4.0%</td></tr><tr><td>Polish Zlotych:</td><td>PLN</td><td>3.5%</td></tr><tr><td>Singapore Dollar:</td><td>SGD</td><td>4.0%</td></tr><tr><td>Swedish Krona:</td><td>SEK</td><td>3.5%</td></tr><tr><td>Swiss Franc:</td><td>CHF</td><td>3.5%</td></tr><tr><td>Taiwan New Dollar:</td><td>TND</td><td>4.0%</td></tr><tr><td>Thai Baht:</td><td>THB</td><td>4.0%</td></tr><tr><td>Turkish Lira:</td><td>TRY</td><td>3.5%</td></tr><tr><td>U.K. Pounds Sterling:</td><td>GBP</td><td>3.5%</td></tr><tr><td>U.S. Dollar:</td><td>USD</td><td>3.0%</td></tr></table>	CURRENCY	CODE	PROCESSING FEE	Argentine Peso:	ARS	4.0%	Australian Dollar:	AUD	4.0%	Brazilian Real:	BRL	4.0%	Canadian Dollar:	CAD	3.0%	Czech Koruna:	CZK	3.5%	Danish Krone:	DKK	3.5%	Euro:	EUR	3.5%	Hong Kong Dollar:	HKD	4.0%	Hungarian Forint:	HUF	3.5%	Israeli Shekel:	ILS	4.0%	Japanese Yen:	JPY	4.0%	Mexican Peso	MXN	4.0%	Malaysian Ringgit	MYR	4.0%	New Zealand Dollar:	NZD	4.0%	Norwegian Krone:	NOK	3.5%	Philippine Peso:	PHP	4.0%	Polish Zlotych:	PLN	3.5%	Singapore Dollar:	SGD	4.0%	Swedish Krona:	SEK	3.5%	Swiss Franc:	CHF	3.5%	Taiwan New Dollar:	TND	4.0%	Thai Baht:	THB	4.0%	Turkish Lira:	TRY	3.5%	U.K. Pounds Sterling:	GBP	3.5%	U.S. Dollar:	USD	3.0%
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Credit Card Chargeback Fee

To cover the cost of processing chargebacks, PayPal assesses a Chargeback Fee to sellers for credit card payment chargebacks.

(A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer).

This Fee does not apply if the transaction is covered by PayPal's Seller Protection Programme.

The Chargeback Fee is as follows and is based on the currency received as follows:

Argentine Peso:	30.00 ARS
Australian Dollar:	15.00 AUD
Brazilian Real:	20.00 BRL
Canadian Dollar:	15.00 CAD
Czech Koruna:	250.00 CZK
Danish Krone:	60.00 DKK
Euro:	11.25 EUR
Hong Kong Dollar:	75.00 HKD
Hungarian Forint:	2,000 HUF
Israeli Shekel:	40.00 ILS
Japanese Yen:	1,300 JPY
Mexican Peso:	110.00 MXN
Malaysian Ringgit	40 MYR
New Zealand Dollar:	15.00 NZD
Norwegian Krone:	65.00 NOK
Philippine Peso:	500.00 PHP
Polish Zlotych:	30 PLN
Singapore Dollar:	15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
Taiwan New Dollar:	330.00 TWD
Thai Baht:	360.00 THB
Turkish Lira:	15 TRY
U.K. Pounds Sterling:	7.00 GBP
U.S. Dollar:	10.00 USD

Commercial Transaction Refund Fee

If you refund a Commercial Transaction payment, we will retain the Fixed Fee portion of the Commercial Transaction Fee.

The buyer's Account will be credited with the full Commercial Transaction payment amount.

Your Account will be charged with the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee

Sending Payments through PayPal Mass Payments

2% per transaction

A maximum fee cap per individual payment applies as follows for domestic transactions, (based on payment currency):

Argentine Peso:	25 ARS
Australian Dollar:	8 AUD
Brazilian Real:	15 BRL
Canadian Dollar:	8 CAD
Czech Koruna:	150 CZK
Danish Krone:	45 DKK
Euro:	7 EUR

Hong Kong Dollar:	55 HKD
Hungarian Forint:	1550 HUF
Israeli Shekel:	28 ILS
Japanese Yen:	670 JPY
Mexican Peso:	90 MXN
Malaysian Ringgit	25 MYR
New Zealand Dollar:	10 NZD
Norwegian Krone:	45 NOK
Philippine Peso:	320 PHP
Polish Zlotych:	23 PLN
Singapore Dollar:	10 SGD
Swedish Krona:	55 SEK
Swiss Franc:	8 CHF
Taiwan New Dollar:	225 TWD
Thai Baht:	235 THB
Turkish Lira:	12 TRY
U.K. Pounds Sterling:	5 GBP
U.S. Dollar:	8 USD

A maximum fee cap per individual payment applies as follows for all other transactions (based on payment currency):

Argentine Peso:	150 ARS
Australian Dollar:	50 AUD
Brazilian Real:	75 BRL
Canadian Dollar:	45 CAD
Czech Koruna:	850 CZK
Danish Krone:	250 DKK
Euro:	35 EUR
Hong Kong Dollar:	330 HKD
Hungarian Forint:	9250 HUF
Israeli Shekel:	160 ILS
Japanese Yen:	4000 JPY
Mexican Peso:	540 MXN
Malaysian Ringgit	150 MYR
New Zealand Dollar:	60 NZD
Norwegian Krone:	270 NOK
Philippine Peso:	1900 PHP
Polish Zlotych:	140 PLN
Singapore Dollar:	60 SGD
Swedish Krona:	320 SEK
Swiss Franc:	50 CHF
Taiwan New Dollar:	1350 TWD
Thai Baht:	1400 THB
Turkish Lira:	80 TRY

U.K. Pounds Sterling:	30 GBP
U.S. Dollar:	45 USD

**Note:** For cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the domestic cap will apply.

Records Request Fee	12.00 EUR (per item)
This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.	
Bank Return Fee on Withdrawal This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.	3 EUR
Reversal or failed direct debit payment	5 EUR

### Micropayment Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account on [this page](#). This rate will apply to all Commercial Transaction payments received into your PayPal account.

Activity	Fee	Fee in Foreign Currency
Receiving payments in EUR from within the EU, or from Norway, Iceland, Liechtenstein	10% + 0.10 EUR	Not applicable
Receiving payments from other countries or in other currencies	11% + 0.10 EUR	For Fixed Fee in other currencies please refer to <a href="https://micropayments.paypal-labs.com/">https://micropayments.paypal-labs.com/</a>

We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service.

**8.5 Due dates, taxes and third-party fees.** All quoted fees are due immediately. All fees are payable by you without set off or other deductions. Quoted fees are inclusive of all applicable taxes. Other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account.”

### 10. Clarifications of Restricted Activities

1. **Only to cause PayPal to receive a disproportionate number of Claims that have been closed in favour of the claimant regarding your Account or business, qualifies as a restricted activity.**
2. **PayPal clarifies that only activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level of exposure (as PayPal reasonably believes based on the information available to it) constitutes a Restricted Activity.**
3. **PayPal clarifies that you may not reveal your Account password(s) to anyone else, nor may you use anyone else's password. PayPal is not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords.**
4. **Likewise you may not allow your use of the Service to present to PayPal a risk of non-compliance with PayPal's anti-money laundering obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with sections 3.1, 4.1 and 6.3.).**

Section 9.1 lit n), r), dd), gg) now read as follows

*“n) Cause PayPal to receive a disproportionate number of Claims that have been closed in favour of the claimant regarding your Account or business;*

*r) Undertake an activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level of exposure (as PayPal reasonably believes based on the information available to it);*

*dd) Reveal your Account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords*

*gg) Allow your use of the Service to present to PayPal a risk of non-compliance with PayPal's anti-money laundering obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with sections 3.1, 4.1 and 6.3.)”*

### 11. Actions by PayPal

PayPal specifies and restricts the conditions under which PayPal is entitled to take certain measures.

Section 10.2 lit) b now reads as follows:

*“Block your Account and/or hold any funds in the Reserve Account (including, without limitation, for more than 180 days if so required by PayPal, where PayPal’s rights under section 10.2 arise from your engagement in the Restricted Activity set out in section 9.1 gg);”*

Section 10.2 lit) h now reads as follows

*“We may hold your funds to the extent and for so long as reasonably needed to protect against the risk of liability. You acknowledge that, as a non-exhaustive guide:*

- a. *PayPal’s risk of liability in respect of card-funded payments that you receive can last until the risk of a Chargeback closing in favour of the payer/buyer (as determined by card scheme rules) has passed. This depends on certain factors, including, without limitation:*
  - a. *The type of goods or services for which you receive payment; or*
  - b. *The timeframe for delivery of the goods or performance of the services for which you receive payment (e.g. sales of event tickets months in advance of the event date can present a higher and more enduring risk of Chargebacks than sales of most other items or services);*
- b. *PayPal’s risk of liability in respect of a Claim or Dispute arising from a payment that you receive can last for the time that it takes for the parties to close the Claim or Dispute and all appeals associated with that Claim or Dispute in accordance with section 13 of this Agreement;*
- c. *PayPal’s risk of liability in respect of any event of insolvency that you suffer can last for as long as and to the extent that laws applicable to your insolvency restrict PayPal from taking legal action against you; and*
- d. *If you allow your Account to have balance reflecting an amount owing to PayPal, PayPal’s risk of liability can last for the time and to the extent that you owe that amount to PayPal.”*

In addition, PayPal clarifies that PayPal will close an account for security reasons if there is reason to suspect that the account has been accessed without your consent

Section 10.3 now reads:

**“10.3 Account Closure and Limited Access.** *At our sole discretion we may close your Account and terminate this Agreement with you at our convenience by providing you with two months prior notice. We may also close your Account and terminate this Agreement at any time where you are in breach of the terms of this Agreement. If we close your Account, we will provide you with notice of Account closure and where practicable, the reasons for closing your Account, together with the ability to withdraw any undisputed funds that we are holding. If we suspect that your Account has been accessed without your authorisation, we may also suspend, or limit, your access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information).”*

## 12. PayPal Seller Protection

PayPal has adapted a more neutral wording for the Seller Protection Policy and replaced “seller” in several instances with “payment recipient”

PayPal clarifies that for Business Payments (product used by US or UK sellers) Seller Protection does not apply.

PayPal clarifies that the payment recipient must either by himself provide the proof of shipment or provide for access to the information.

Section 11 now reads:

**“11.1 Protection against payment deficits.** *PayPal protects the recipient of a payment made by a customer (the “payment recipient”) against a payment deficit resulting from:*

1. *a chargeback or reversal of payment for reason of an “Unauthorised Payment”; or*
2. *a chargeback or reversal for reason of “Item Not Received” by the buyer,*

*where PayPal receives from you proof that the item was posted in accordance with the requirements set forth in Section 11.6 below, subject to the further provision of this Section 11 (including, without limitation, the Eligibility Requirements at Section 11.5).*

**11.2 Which payments are protected?** *All PayPal payments received from buyers for an eligible item purchased with PayPal as accepted payment, but not PayPal Business Payments.*

**11.3 How much protection is provided?** *PayPal reimburses recipient of the payment the payment amount subject to a chargeback or reversal and waives any Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive re-imbursement under the PayPal Seller Protection.*

**11.4 What happens in case of a Buyer Protection claim, chargeback or reversal?** *PayPal will place a temporary hold on the payment received in case a buyer files a claim, chargeback or reversal or in case of an Unauthorised Payment. The payment recipient’s disposal of the disputed funds is restricted. If the payment is covered by PayPal Seller Protection, PayPal will release the disputed amount and restore access. If the payment is not covered by the PayPal Seller Protection, PayPal will remove the funds from the payment recipient’s Account and return the payment to the buyer. In addition, the payment recipient may be responsible for PayPal’s Chargeback Fee, if applicable. PayPal Seller*

Protection does not apply to Buyer Protection Claims, chargebacks or reversals resulting from the fact that the item is significantly not as described nor for items which are not shipped (e.g. have been picked up or delivered in person). For details of the temporary hold process see Section 10.1.d.

**11.5 Eligibility Requirements.** PayPal protects the payment recipient if all of the requirements below are satisfied:

1. The item sold must be shipped (for example excluding cars, motorcycles, boats, aircrafts) and is a physical, tangible good (for example it may not be a service, download, gift voucher, ticket);
2. The transaction must be marked by PayPal as eligible for seller protection in your Account;
3. The seller has shipped the item to the address given on the "Transaction Details" page;
4. The payment recipient is able to provide a proof of shipment, which complies with the requirements set out in Clause 11.6;
5. The payment recipient has received a single payment from one PayPal account for the purchase (no partial payment or payment in instalments);
6. The payment recipient responds to PayPal's requests for documentation and other information that is reasonably required by PayPal to investigate the matter within the time frame given by PayPal;
7. The payment recipient's primary residence, as listed in the Account, is Austria.

#### **11.6 Proof of shipment.**

The payment recipient must prove shipment of the item vis-à-vis PayPal by online or physical documentation, which fulfils the following requirements:

1. Confirmation that the item has been shipped and date of postage;
2. The recipient's address (as given in the Transaction Details);
3. Official acceptance by the shipping company (for example a receipt or online tracking information).

**11.7 Transactions not exceeding 25 EUR.** Proof of shipment may not be required if the payment amount does not exceed 25.00 EUR. PayPal waives the requirement of providing proof of shipment up to ten times within six months based on a calendar year.

**11.8 Additional requirements in case of Item Not Received.** For the payment recipient to be covered by seller protection in case of Item Not Received, the seller must ship the item within 7 calendar days after receipt of payment. This does not apply to pre-ordered or made-to-order goods that are sold on eBay where shipment is required within the timeframe specified in the eBay item listing."

### **13. PayPal Buyer Protection**

PayPal has adapted a more neutral wording for the Seller Protection Policy and replaced "seller" in several instances with "payment recipient"

Section 13 now reads:

**"13.1 Purchase.** PayPal offers buyer protection subject to the rules of the PayPal Buyer Protection Policy, which is a service offered for purchases paid with PayPal. The PayPal Buyer Protection Policy is herewith made a part of the present User Agreement.

**13.2 Seller's Responsibility.** If PayPal decides in the buyer's favour, the payment recipient will be liable to PayPal. This includes, without limitation, where a buyer with a registered PayPal account outside of Austria files a claim that is covered under the applicable PayPal Buyer Protection Policy of the Buyer's place of registration. Please note that in this case the payment recipient's liability may extent, without limitation, to any purchase that was made via classified listings.

If PayPal decides in the buyer's favour, PayPal will collect the disputed amount from the seller's PayPal balance at that time and refund the buyer; this may depend on the payment recipient having sufficient funds in their PayPal balance. If the payment recipient has not sufficient funds balance in their PayPal account, PayPal may limit the payment recipient's account. The buyer has no legal right to demand this from PayPal. This shall not limit in any way the liability of the payment recipient pursuant to Clause 10.1.

**13.3 Assumption of rights.** If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the seller and any other recipient of your payment. "

### **14. Corporate customers**

The provision of the User Agreements regarding corporate customers do not apply with regard to micro enterprises or trusts/foundations. Section 14.11 now reads:

**"14.11 Corporate customers.** If you are not a consumer, a micro enterprise or a trust/foundation certain provisions of the Payment Services Directive may be disapplied for your use of the Service. In such cases you are a Corporate Customer and hereby agree that the following sections of this Agreement will be varied as follows:

- a. You are not entitled to the right to a refund as set out in sections 3.10 and 12.5;
- b. Where you identify an error, unauthorised transaction and/or misappropriated or unauthorised use of your Payment Instrument or Account in accordance with sections 12.1 and 12.2 you have up to 60 days from the date of the alleged error or Improper Account Access to notify us of it, after which time we have no obligation to investigate or act upon your notification;
- c. We will only accept liability for unauthorised transactions in accordance with section 12.4 where you have notified us of the Improper Account Access or error within 60 days of it; and

- d. *You will only be entitled to lodge a claim through the UK Financial Ombudsman Service under section 14.2 where you fulfil the UK Financial Ombudsman Service's claimant criteria from time to time.*

*As a Corporate Customer, you further agree that while we may do so, we are not obliged to comply nor provide you with the information requirements set out in Part 5 of the Payment Services Regulations 2009. Further, you agree that regulations 60, 75, 76 and 77 of the Payment Services Regulations do not apply to your use of the PayPal Service."*

## • II. Amendments to the PayPal Buyer Protection Policy

### 1. Neutral wording Payment Recipient in lieu of Seller

**PayPal has adapted a more neutral wording for the Buyer Protection Policy and replaced "seller" in several instances with "payment recipient". Section 1 now reads:**

#### **" 1. General**

*"As soon as the buyer files a claim for PayPal Buyer Protection, PayPal will review the claim and may ask both buyer and the recipient of the payment to provide additional information to settle the case."*

**Section 2 reads:**

#### **"2. Payout.**

*When a claim for PayPal Buyer Protection is successful, PayPal grants the buyer the full purchase price, including shipping costs. If the original payment was made in another currency than Euro, the payout amount will be in that currency.*

*The payout is granted whether or not PayPal is able to claim the payout amount from the recipient of the payment."*

**Section 6.5 reads as follows:**

**"6.5 Statutory Rights.** *The statutory rights of the buyer are not affected by the PayPal Buyer Protection. PayPal does not act as representative for either buyer, seller or the recipient of the payment. PayPal only decides on the outcome of a PayPal Buyer Protection claim."*

## • III. Amendments to the Privacy Policy

### 1. Separation User Agreement / Data Privacy Policy

PayPal separates the User Agreement and the data privacy policy.

Section 1 therefore reads:

#### **"1. Overview**

[...]

**By accepting the Privacy Policy on registration, you expressly consent to our use and disclosure of your personal information and direct us to do so in the manner described in this Privacy Policy. [...]**

#### **Notification of Changes**

This Privacy Policy may be revised over time as new features are added to the PayPal Services or as we incorporate suggestions from our customers. We may amend this Privacy Policy at any time by posting a revised version on our web site. The revised version will be effective at the time we post it. In addition, if we propose to change this Privacy Policy in a substantial manner, we will provide you with at least 30 days' prior notice of such a change by posting notice on the "Policy Updates" page of our website(s). After this 30 days notice, you will be considered as having expressly consented to all amendments to the Privacy Policy. If you disagree with the terms of this Privacy Policy, you may close your account at any time.

Please check the PayPal website at <https://www.paypal.com/uk/> at any time for the most current version of our Privacy Policy.

Some pages on the PayPal website include links to third party websites. These sites are governed by their own privacy statements, and PayPal is not responsible for their operations, including but not limited to their information practices. Users submitting information to or through these third party websites should review the privacy statements of these sites before providing them with personally identifiable information.

For the avoidance of doubt, this Privacy Policy does not constitute a "framework contract" for the purpose of the EU Payment Services Directive (2007/64/EC ) or any implementation of that directive in the European Union or EEA (including, without limitation, the UK Payment Services Regulations 2009)."

### 2. Information About You From Third Parties

PayPal clarifies, how information is collected about you through Third Parties. Section "Information About You From Third Parties" is therefore changed:

#### **" Information About You From Third Parties**

*In order to protect all our customers against potential fraud, we verify the information you provide with the "Payment Processors" and/or "Credit Reference and Fraud Agencies" listed in the table under the section "Disclosure to Third Parties Other than PayPal Customers" below. In the course of such verification, we receive personally identifiable information about you from such services. In particular, if you register a credit card or debit card with PayPal, we will use card authorisation and fraud screening*

services to verify that your card information and address match the information you supplied to PayPal, and that the card has not been reported as lost or stolen.

If you send or receive high overall payment volumes through the PayPal Services, in some circumstances we will conduct a background check on your business by obtaining information about you and your business from a Credit Reference or Fraud Agency as listed in the table under the section entitled, "Disclosure to Third Parties Other than PayPal Customers" below. If you owe us money, we may conduct a credit check on you by obtaining additional information about you from a Credit Reference or Fraud Agency, to the extent permitted by law. PayPal, at its sole discretion, reserves the right to periodically retrieve and review a business and / or consumer credit report supplied by such credit bureau for any account, and reserves the right to close an account based on information obtained during this credit review process.

We may also collect information from members of the eBay Inc. corporate family or other companies (subject to their privacy policies)."

### 3. Disclosure of information to third parties

PayPal clarifies the conditions under which data can be disclosed to Third Parties that are not PayPal customers.

Section "Disclosure to Third Parties Other Than PayPal Customers" will be changed as follows:

#### "Disclosure to Third Parties Other Than PayPal Customers

PayPal will not sell or rent any of your personal information to third parties for their marketing purposes without your explicit consent, and will only disclose this information in the limited circumstances and for the purposes described in this policy. This includes transfers of data to non-EEA member states. Specifically, you consent to and direct PayPal to do any and all of the following:

- a. Disclose information including, without limitation, transaction information, account information, personal information and the contents of communications: to the police, security forces, competent governmental, intergovernmental or supranational bodies, competent agencies (other than tax related authorities), departments, regulatory authorities, self-regulatory authorities or organisations (including, without limitation, the Agencies set out in the table under the heading "Agencies" below) and other third parties, including Group companies, that we in good faith believe it is appropriate for us to cooperate with in investigations of fraud or other illegal activity or potential illegal activity, or to conduct investigations of violations of our User Agreement (including, without limitations, your funding source or credit or debit card provider). If false or inaccurate information is provided by you and fraud is identified, details will be passed by us to fraud prevention agencies and law enforcement agencies may access and use that information. We and other organisations may also access and use this information (including information from other countries) to prevent fraud and money laundering. Please contact us using the details set out at the end of this privacy policy if you want to receive further details of the relevant fraud prevention agencies.
- b. Disclose information in response to the requirements of the credit card associations or a civil or criminal legal process.
- c. Disclose information to the "Category" of third parties listed in the table below. The purpose of this disclosure is to allow us to provide our services to you. We also set out in the table below, under each "Category", non-exclusive examples of the actual third parties to whom we currently disclose your account information, together with the purpose of doing so, and the actual information we disclose (these third parties are limited by law or by contract from using the information for secondary purposes beyond the purposes for which the information was shared).

Category	Party Name and jurisdiction (in brackets)	Purpose	Data disclosed
<b>Payment processors</b>			
	HSBC Bank Plc (UK, Ireland), HSBC Merchant Services LLP (UK), Bank of America (UK, USA, Italy, and India), Discover Financial Services (USA), JPMorgan Chase Bank (UK, USA), BNP Paribas (France), Netgiro (Sweden), StarFinanz (Germany), Wells Fargo (Ireland, USA), American Express (USA), National Westminster Bank PLC (UK), OmniPay Limited (Ireland), Australia and New Zealand Banking Group Limited (Australia), ANZ National Bank Limited (New Zealand) and Transaction Network Services (UK) Limited (UK)	To allow payment processing settlement services, fraud checking.	Name, address, details of user funding instruments, details of payment transactions
	Deutsche Bank AG (Germany, Netherlands, France, Spain)	To allow the processing of direct debits in Germany, Netherlands, France and Spain	Name, date of transaction, amount, currency and user's bank account information
	Royal Bank of Scotland plc (United Kingdom) ("RBS")	To allow payment processing and dispute handling for	All account information except details of

	transactions of PayPal users when those users transact with a merchant who uses the PayPal service via the RBS service.	user financial instruments
<b>Audit</b>		
PricewaterhouseCoopers Sàrl (Luxembourg)	To test PayPal's Anti Money Laundering (AML) & Know Your Customer (KYC) controls.	For a sample of individual customer accounts: name, PayPal account number (Customer ID), total amount received on the PayPal account, total amount sent from the PayPal account, type of PayPal account, and, as the case may be, any other relevant account information.
<b>Customer Service Outsourcing</b>		
Sutherland Global Services Inc. (USA and Philippines), Convergys Customer Management Group Inc. (USA), Sitel GmbH (Germany), Transcom Worldwide SAS (France, Tunisia), Transcom Worldwide France SAS (France), Transcom Worldwide SpA (Italy), Competence Call Center Leipzig GmbH (Germany), Convergys Customer Management Group Inc. (UK) and Arvato Direct Services GmbH (Germany)	To allow telephone and email customer support services	Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.
Nuance Communications Inc. (USA)	To calibrate and optimize speech recognition performance for telephone customer support services	Recordings of a sample of customer support telephone calls, which may include any or all account information transmitted during the call.
ICT Group Inc. (US)	To perform and facilitate telephone customer support.	Name, address, phone number, PayPal account number
<b>Credit Reference Agencies</b>		
Callcredit plc., Experian Limited and Dun & Bradstreet Limited (UK) CIFAS (UK), CRIF (Italy), Cerved B.I (Italy), Coface (France), Synectics Solutions Limited, Equifax Ltd (UK), Equifax Plc (UK), MCL Hunter, GB Group plc (UK), Graydon (UK), iQor Recovery Services Limited (UK), UK Data Limited (UK), ICC Information Limited (UK), Payment Trust Limited (UK), 192.com (UK), 192.com Limited (UK), i-CD Publishing (UK) Limited (UK), Experian Netherlands BV (Netherlands), Informa D&B SA (Spain) and CRIBIS D&B S.r.l.	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to	Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)

	(Italy), and Zoot Enterprises, Inc. (USA). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	
	Scorex (UK) Limited (UK)	To provide a technology solution to allow PayPal to process, send and receive credit information of users via its contracted credit reference agencies.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number (if appropriate)
	SCHUFA Holding AG (Germany)	To verify a customers identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering, determine creditworthiness of merchants.	Name, address, date of birth, gender, bank account details
	CEG Creditreform Consumer GmbH (Germany)	To determine creditworthiness of a merchant	Name, address, date of birth
	Creditreform Berlin Wolfram KG (Germany)	To determine creditworthiness of a merchant	Name, address
	World-Check (UK)	To verify identity	All account information
	Bürgel Wirtschaftsinformationen GmbH & Co. KG (Germany)	To verify business identity	All account information
	RSA Security Inc. and RSA Security Ireland Limited	To verify identity	All account information
	ID Checker.nl BV (Netherlands)	To verify identity	All account information and proof of identity
<b>Financial Products</b>			
	Santander UK Cards Limited (UK)	To conduct joint marketing campaigns for PayPal Credit and PayPal Credit Card, risk modelling, enforcement of terms and conditions for PayPal Credit and PayPal Credit Card	Name, address, e-mail, and account information (including account status)
	The Royal Bank of Scotland plc (UK), TSYS Card Tech Limited (UK), TSYS Managed Services EMEA Limited (UK), TSYS Systems Services Inc. (USA), PrePay Technologies Limited (trading as PrePay Solutions)	To conduct joint marketing campaigns for PayPal pre-paid card, risk and fraud modelling, to enforce terms and conditions for PayPal prepaid card	Name, address, e-mail, date of birth and account information
	Société Générale, La Banque Postale, BNP Paribas and Crédit Mutuel (France)	Billing purposes	Only for merchants using PayPal through the partner's payment solution: merchant ID, number of PayPal transactions, transaction volume with

		PayPal and, as the case may be, termination of the PayPal account.
Cetelem S.A, Cofidis and Cofinoga S.A (France)	Registration of credit card issued by credit company on the users PayPal account and processing of funding requests made by the same user	Name, e-mail address, birth date (as the case may be), credit card number, expiry date, 3 digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.
Total System Services, Inc.	To provide account/card processing services, call centre services, card printing, and statement printing services	Name, address, e-mail address, date of birth (as the case may be), credit card number; expiry date, 3 digit Card Security Code (as the case may be), amounts of funding requests, and any account information necessary for fraud or dispute resolution.
<b>Commercial Partnerships</b>		
Royal Mail Group Plc. (United Kingdom) and Pitney Bowes Inc. (USA)	To provide automated label printing for sellers using PayPal and eBay to facilitate postal and delivery services, including payment reconciliation services	Name, address, e-mail, postage transaction amount
Trustwave (US)	To provide customised services and assistance to Merchants using PayPal, to facilitate the process of becoming PCI DSS compliant.	Name, e-mail and PayPal account number
<b>Marketing and public relations</b>		
inContact (USA) and Decipher Inc. (USA)	To conduct customer service surveys	Name, e-mail address, type of account, type and nature of PayPal services offered or used and relevant transaction information.
Adwise (France) and Avance (France) and Northstar Research Partners (USA)	To conduct marketing surveys	Name, e-mail address, telephone number, type of account, type and nature of PayPal services offered or used and relevant transaction information.
2engage (Germany), Quo Vadis (Germany)	To conduct market surveys	Name, company name, address, telephone number, domain name, e-mail address, type

		and nature of use of PayPal services, market segment and generalized categorization of company size, information on participation in earlier surveys
BD Network Limited and Tullo Marshall Warren Limited (United Kingdom), MyCash (France)	To develop and execute customer promotions	Name, address, e-mail
Salesforce.com (USA)	To store merchant contact information	Name, address, telephone number, email
Noesis srl (Italy) and Lansons Communications (United Kingdom), Text 100 AB(Spain, Netherlands, Germany, and Sweden) and I&E Consultants (France)	To respond to media enquiries regarding customer queries	Name, address, all customer account information relevant to customer queries
Alchemy Worx Ltd (UK)	To allow management reporting of marketing campaigns.	Name, email address, details of customer campaign interaction.
Carrenza Limited	To store user data for marketing campaigns.	Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used and relevant transaction information.
Satmetrix Systems, Inc. (USA)	To conduct customer service surveys	Name, e-mail address, type of account, type and nature of PayPal services offered or used and relevant transaction information.
Axiom France SAS (France), Axiom Ltd (United Kingdom), Axiom GmbH (Germany)	To collect additional user information and better target marketing campaigns	Name, e-mail address, address, date of birth and telephone number.
Adelanto (France)	To execute marketing campaigns for merchants	Name of the merchant, name of the contact person, e-mail, address, merchant website URL, type and nature of PayPal services offered or used.
Consultix (France and Spain) and Quadro Srl (Italy)	To host information provided by merchants and display part of this information on the pages of the PayPal website listing websites accepting PayPal and proposing special offers to PayPal users.	All information provided by merchants in connection with their use of these pages of the PayPal website (including in particular name of the merchant, name of the contact, email, logo and information relating to the promotion(s) offered to PayPal

		users).
<b>Operational services</b>		
KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Germany, Austria), NCO Collections Europe Limited, Robinson Way, Intrum Justitia Limited (UK), IQOR Recovery Services Limited (UK), Compagnie Francaise du Recouvrement (France), EOS Solutions UK Plc (UK), Clarity Credit Management Solutions Limited (UK), eBay Europe Services SARL (Luxembourg); EOS Solution Deutschland GmbH (Germany), EOS Aremas Belgium SANV (Belgium), EOS Nederland B.V. (the Netherlands), Arvato Services Iberia (Spain), Infoscree Iberia (Spain), BFS Risk & Collection GmbH (Germany), Transcom Worldwide S.A (UK), Transcom WorldWide (France), SAS (France) Transcom WorldWide S.p.A (Italy), HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)	To collect debt	Name, address, telephone number, account number, e-mail, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
Digital River Inc. (US) Research in Motion Limited (USA)	To enable you to access and use PayPal via a mobile device (for example mobile phone or PDA)	Applicable details of your account information which are transmitted as part of your use of PayPal via a mobile device.
P K Consultancy Limited (UK)	To assess risk and help detect and prevent potentially illegal acts and violation of policies	Name, address, telephone number, account number, e-mail, account type, last four digits of financial instruments account, account balance, details of accounts transactions and liabilities, account status and account performance information as required for the Purpose.
Yesmail Inc. (USA), Responsys (USA) and Silverpop Systems Inc. (USA)	To fulfil e-mail operations in respect of PayPal services (including, but not limited to, operations, customer services, collections, marketing programs and promotions).	Name, e-mail, address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of PayPal services offered or used and relevant transaction and account information.
Blue Media S.A (Poland)	To verify identity and ensure that a user is a PayPal account holder. To process instant funding requests made by a user through the Blue Media services	Name, e-mail address
Consultix GmbH (France)	To assist in the creation of PayPal Business Accounts for merchants on boarding through their bank's payment gateway.	All information provided by the merchant (directly or via his bank) for the purpose of creating his

		PayPal Business Account (including, without limitation e-mail, address, business name, business contact details and bank account details).
Akami Technologies Inc. (USA)	Content delivery network – to deliver PayPal page content from local servers to users	Customer IP address, cookies
Creditinfo Decision (Czech Republic), Decision Metrics (UK)	To assist with PayPal's assessment of merchant risk, general risk research	Name, company name, address, e-mail address, other contact details, domain name, merchant application and performance data
<b>Group companies</b>		
PayPal Inc. (USA)	Acting on behalf of PayPal for the purposes of storing and processing of account information	All account information
PayPal Europe Services Limited (Ireland) and eBay Europe Services Limited (Ireland)	Acting on behalf of PayPal for the purpose of customer support, risk assessment, compliance and other back office	All account information
PayPal Private Limited (Singapore)	Acting on behalf of PayPal to enter into and perform non-customer contracts which involve customer data	All account information
eBay Inc. (USA), eBay Europe S.à.r.l. (Luxembourg) eBay International AG (Switzerland), eBay CS Vancouver Inc. (Canada), eBay Partner Network Inc. (USA), Skype Communications SA (Luxembourg), Skype Software SA (Luxembourg), Skype Inc. (USA), GumTree.com Limited (UK), Kijiji International Limited (Ireland), Kijiji US Inc. (USA), mobil.de & eBay Motors GmbH (Germany), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited (Australia), Marktplaats B.V. (Netherlands), Tadera AB (Sweden), StubHub, Inc. (USA), Viva Group, Inc. (USA), ProStores Inc. (USA), MicroPlace, Inc. (USA), Internet Auction Co., Ltd. (Korea), Via-Online GmbH (Germany), Bill Me Later, Inc. (USA)	To provide joint content and services (like registration, transactions and customer support), or to assess risk, or to help detect and prevent potentially illegal acts and violations of policies, or to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information
<b>Agencies</b>		
CSSF (Luxembourg) Financial Ombudsman Service (United Kingdom), Altroconsumo (Italy), European Consumer Centre Network organisations located in Austria, Belgium, Bulgaria Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom and the Les Mediateurs du Net (France), BaFin (Germany)	To provide them with information within their authority (upon their request) and to respond to queries and/or investigations instigated by users or other stakeholders in the countries they have jurisdiction.	All account information

- d. For the purpose of this table, the phrase “All account information” includes: name, address, IP-address, e-mail, telephone number, account number, account type, details of funding instruments associated with the account, details of payment transactions, details of commercial transactions, customer statements and reports, account preferences, details of identity collected as part of our “know your customer” checks on you and customer correspondence

With respect to the column titled, “Purpose”, each third party, with the exception of the regulatory agencies and group companies referred to at the end of this table, is carrying out the purpose to fulfil obligations which PayPal has contracted with the entity to fulfil. The regulatory agencies are carrying out their purpose in accordance with their regulatory objectives and requirements.

- e. Disclose information to your agent or legal representative (such as the holder of a power of attorney that you grant, or a guardian appointed for you).
- f. Disclose aggregated statistical data with our business partners or for public relations. For example, we may disclose that a specific percentage of our users live in Manchester. However, this aggregated information is not tied to personal information.
- g. As with any other business, it is possible that in the future PayPal could merge with, or be acquired by, another company. If such an acquisition occurs, you consent to the successor company having access to the information maintained by PayPal, including customer account information, and such successor company would continue to be bound by this Privacy Policy unless and until it is amended.”

## Amendment to the PayPal User Agreement

Effective Date: Nov 01, 2010

 [Print](#)  [Download PDF](#)

### • I. Amendment to the PayPal User Agreement

#### 1. Personal Payments

PayPal is now offering personal payments from mobile devices. The fee for receiving/sending bank, balance or credit card funded payments involving Brazil, Hong Kong, Singapore and Taiwan are adjusted. Section 8.1 will now read as follows:

**“8.1 Fees table. We charge the following fees for our service:**

#### **Fees for Personal Payments**

A personal payment involves sending a payment which is not based on a purchase, and which you receive from friends or family members. If you are selling goods or services, you may not ask the buyer to send you a personal transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for personal transactions. When sending a Personal payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. If you send a personal payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of a personal payment will pay the transaction fee. This will be disclosed to you by the third party. Please note that you cannot send money for a PayPal personal payment with the exception of Mobile Payments from some countries, including Germany, India or China and that Indian registered Accounts may neither send nor receive personal payments. This means that you cannot send personal payments to Indian registered Accounts.

A Mobile Payment is a Personal Payment which is sent from the sender's mobile phone to the recipient's mobile phone. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective fees when accepting the payment.”

Activity	Fee	Fee in Foreign Currency
Receiving/sending bank or balance funded payments in EUR from within the EU or from Norway, Iceland, Liechtenstein	Free	Not applicable
Receiving/sending credit card funded payments in EUR from within the EU or from Norway, Iceland, Liechtenstein	3.4% + 0.35 EUR	Not applicable
Receiving/sending bank or balance funded payments from other countries or in other currencies. The fee is based on the country of the recipient's registered PayPal Account.	UK: 0.5% Australia: 1% Brazil: 1% Canada: 1% China: 0.5% Germany: 2% Hong	Not applicable

	Kong: 0.5%	
	Singapore: 0.5%	
	Taiwan: 0.5%	
	U.S.: 1%	
	Poland: 1% + .055 PLN	
	Other European Countries: 0.5%	
	Elsewhere: 0.5%	
Receiving/sending credit card funded payments from other countries or in other currencies. The fee is based on the country of the recipient's registered PayPal Account.	UK: 3.9% + Fixed Fee  Australia: 3.4% + Fixed Fee  Brazil: 4.9% + Fixed Fee  Canada: 3.9% + Fixed Fee  China: 3.9% + Fixed Fee  Germany: 3.9% + Fixed Fee  Hong Kong: 3.49% + Fixed Fee  Singapore: 3.49% + Fixed Fee  Taiwan: 3.49% + Fixed Fee  U.S.: 3.9% + Fixed Fee  Other European Countries: 3.9% + Fixed Fee  Elsewhere: 3.9% + Fixed Fee	Fixed rate in foreign currencies: 0.20 GBP; 0.30 USD; 0.30 CAD; 40 JPY; 0.40 AUD; 0.55 CHF; 2.80 NOK; 3.25 SEK; 2.0 DKK; 1.35 PLN; 90 HUF; 10 CZK; 0.50 SGD; 2.35 HKD; 1.20 ILS; 4 MXN; 0.45 NZD; 2.00 ARS; 15.00 PHP; 11.00 THB; 0.40 BRL; 10.00 TWD

## 2. Seller's liability in cases of Buyer Protection

PayPal clarifies that the Buyer Protection may have effect on the Seller's liability. Section 10.1.b now reads as follows:

### "10.1 Your Liability.

b. **Liability for PayPal Buyer Protection Claims and Buyer Complaint Policy Claims.** If PayPal makes a final decision that you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability, which will include the full purchase price of the item and original postage costs (and in some cases, you may not receive the item back). Please see Section 13.2 below and the PayPal Buyer Protection Policy for details about how PayPal Buyer Protection may affect you as a Seller."

## 3. Temporary Holds for Disputed Transactions

PayPal clarifies that in case a buyer protection case is decided in favor of the buyer, holds in this respect will extend only to the amount referring to such transaction. Section 10.2.d) will read as follows:

### "10.1. Your Liability

d. **Temporary Holds for Disputed Transactions.** If a buyer files a Claim, Chargeback or Reversal on a payment you received, PayPal will place a temporary hold on the funds in your PayPal account to cover

the full amount in dispute. A hold placed under this provision will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal. If you win a dispute or if the payment is eligible for a payment under the terms of PayPal Seller Protection, we will release the hold and restore your access to the funds. If you lose the dispute, PayPal will remove the funds from your PayPal account. This process also applies to claims that a buyer files with eBay through the eBay resolution process and where eBay has notified us of the claim."

#### 4. **Seller Protection Policy**

The Seller Protection Policy clarifies in its Sec. 11.1 that Seller Protection is granted only where all requirements for Seller Protection are met, especially proof of shipment in accordance with the Seller Protection requirements. Sec. 11.1 will thus read as follow:

**"11.1 Protection against payment deficits.** PayPal protects a Seller against a payment deficit resulting from:

1. a chargeback or reversal of payment for reason of an "Unauthorised Payment"; or
2. a chargeback or reversal for reason of "Item Not Received" by the buyer, where PayPal receives from you proof that the item was posted in accordance with the requirements set forth in Section 11.6 below, subject to the further provision of this Section 11 (including, without limitation, the Eligibility Requirements at Section 11.5)."

PayPal clarifies that items must be shipped to the buyer's address and shipments cannot be redirected. Sec. 11.5 will read as follows:

**"11.5 Eligibility Requirements.** PayPal protects the seller if all of the requirements below are satisfied:

1. The item sold must be shipped (for example excluding cars, motorcycles, boats, aircrafts) and is a physical, tangible good (for example it may not be a service, download, gift voucher, ticket);
2. The transaction must be marked by PayPal as eligible for seller protection in your Account.
3. The seller has shipped the item to the address given on the "Transaction Details" page;
4. The seller is able to provide a proof of shipment, which complies with the requirements set out in Clause 11.6;
5. The seller has received a single payment from one PayPal account for the purchase (no partial payment or payment in instalments);
6. The seller responds to PayPal's requests for documentation and other information that is reasonably required by PayPal to investigate the matter within the time frame given by PayPal;
7. The seller's primary residence, as listed in the Account, is Austria."

#### 5. **eBay buyer protection**

eBay now offers buyer protection on the eBay platform. Accordingly, buyer protection claims can now also be filed on the eBay platform. PayPal now reflects in its User Agreement the fact that eBay is offering buyer protection on the eBay platform. Section 10.1 will now read as follows:

##### **"10.1. Your Liability**

**d. Temporary Holds for Disputed Transactions.** If a buyer files a Claim, Chargeback or Reversal on a payment you received, PayPal will place a temporary hold on the funds in your PayPal account to cover the full amount in dispute. A hold placed under this provision will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal. If you win a dispute or if the payment is eligible for a payment under the terms of PayPal Seller Protection, we will release the hold and restore your access to the funds. If you lose the dispute, PayPal will remove the funds from your PayPal account. This process also applies to claims that a buyer files with eBay through the eBay resolution process and where eBay has notified us of the claim.

#### 6. **Extension of PayPal buyer protection to off-eBay purchases**

PayPal now offers buyer protection to purchases made off eBay if all further requirements of the PayPal buyer protection provisions apply. Section 13.1, 13.2 and 13.3 accordingly will read as follows:

##### **"PayPal Buyer Protection**

**13.1 Purchase.** PayPal offers buyer protection subject to the rules of the PayPal [Buyer Protection Policy](#), which is a service offered for purchases paid with PayPal. The PayPal Buyer Protection Policy is herewith made a part of the present User Agreement.

**13.2 Seller's Responsibility.** If PayPal decides in the buyer's favor, the seller will be liable to PayPal. This includes, without limitation, where a buyer with a registered PayPal account outside of Germany files a claim that is covered under the applicable PayPal Buyer Protection Policy of the Buyer's place of registration. Please note that in this case the Seller's liability may extend, without limitation, to any purchase that was made via classified listings.

If PayPal decides in the buyer's favor, PayPal will collect the disputed amount from the seller's PayPal balance at that time and refund the buyer; this may depend upon the Seller having sufficient funds in their PayPal balance. If the seller has not sufficient funds balance in their PayPal account, PayPal may limit the seller's account. The buyer has no legal right to demand this from PayPal. This shall not limit in anyway the liability of the Seller pursuant to Clause 10.1.

**13.3 Assumption of rights.** If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the recipient of your payment.

#### 7. **Third Party Software**

PayPal is also clarifying that the use of third party software on the PayPal website is in the sole responsibility of the using party. Section 14.9 will now read as follows:

**“14.9 License grant.** If you are using PayPal software such as an API, developer’s toolkit or other software application that you have downloaded to your computer, device, or other platform then PayPal and its licensors grant you a limited nonexclusive license to use PayPal’s software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party.

You must comply with the implementation and use requirements contained in all PayPal documentation, together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations).

If you do not comply with PayPal’s instructions, implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal’s software are owned by PayPal.

Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal’s software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal services.”

#### 8. Third Party Permissions

PayPal enables users to expressly allow third parties to have access to a users account. Section 14.10 of the User Agreement will read as follows:

**“14.10 Third Party Permissions.** You may expressly grant, remove and manage permissions for certain third parties to take certain actions on your behalf by logging into your Account, choosing the Profile subtab under the My Account tab, and selecting API Access, then Manage API Permissions. You acknowledge that if you grant permission for a third party to take actions on your behalf, PayPal may disclose certain information about your PayPal Account to this third party. Granting permission to a third party does not relieve you of any of your responsibilities under this Agreement. You acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you granted.”

#### 9. Definition Buyer Protection Programs

The definition Buyer Protection Program is obsolete as all provisions governing the PayPal Buyer Protection are now included in the PayPal Buyer Protection Policy retrievable from the PayPal website. Hence from the “Definitions” part of the User Agreement number 15 is deleted.

#### **“Definitions**

**15. “Buyer Protection Programs”** means the PayPal Buyer Complaint Policy, PayPal Buyer Protection Policy, eBay Standard Purchase Protection program and Buyer Protection for eBay Express all as further described in section 13 of this Agreement.”

### • II. Amendment to the PayPal Buyer Protection Policy

#### 1. Extension of PayPal buyer protection

PayPal now offers buyer protection to purchases made off eBay if all further requirements of the PayPal buyer protection provisions apply.

The corresponding part of Section 1 will read as follows:

“The PayPal Buyer Protection protects the buyer if an item purchased has not been shipped or if a shipped item is significantly not as described by the seller; see Clause 4 for details.”

The corresponding parts of part of Section 3 will read as follows:

**“3.1** The buyer has purchased an item and paid for it with PayPal.”

**“3.2** The item is qualified for PayPal Buyer Protection. To see whether an eBay item is qualified for PayPal Buyer Protection, refer to the item listing on eBay. In the top section of the page you will find a note in the “Sicher kaufen” field (Buy securely) telling you whether an item qualifies for PayPal Buyer Protection.”

**“3.4** The PayPal payment is associated with the item purchased. This means that the payment has been completed either

1. by availing of the Pay Now option on the eBay website; or
2. via Send Money in your PayPal account stating the eBay item number; or
3. for purchases made off eBay: via the Send Money tab on the PayPal website by clicking the “Purchase” tab, or the seller’s PayPal checkout flow.”

#### 2. eBay buyer protection

eBay now offers buyer protection on the eBay platform. Accordingly, buyer protection claims can now also be filed on the eBay platform. PayPal now reflects in its User Agreement the fact that eBay is offering buyer protection on the eBay platform. The corresponding part of Section 1 will read as follows;

#### **“1. General.**

As soon as the buyer files a claim for PayPal Buyer Protection, PayPal will review the claim and may

ask both buyer and seller to provide additional information to settle the case.

Alternatively, the claim may also be filed in the eBay resolution center."

### 3. Buyer Protection Scheme for Items not shipped / office machinery

Section 3.3 will read as follows:

**"3. Eligibility. In order to qualify for PayPal Buyer Protection the following requirements must be met.**

**3.3** The item purchased is a physical item that can be shipped.  
For instance, the following items are **not** covered by PayPal Buyer Protection:

1. industrial machinery used in manufacturing"

### 4. Resolution center available online

PayPal announces that reasons for a buyer protection claims can now also be changed in PayPal's online resolution center, rather than through contacting customer support. Section 4.3 will read as follows:

**"4. Which cases are covered.**

**4.3** For any PayPal payment the buyer may only file one single claim on PayPal Buyer Protection, either when the seller has not shipped the item or when the item is significantly not as described. You may change the reason for your claim later on (e.g. if initially you did not receive an item but later on received one that was significantly not as described) via our online Resolution Center or by contacting our customer support."

## • III. Amendment to the PayPal Privacy Policy

### 1. Clarification of scope

PayPal clarifies the scope of its processing of data. The preamble will read as follows:

"The Privacy Policy below governs your PayPal account and any information you provide on this site or our products, services or any other feature, technologies or functionalities offered by us on our website or through any other means (collectively "the PayPal Services")."

### 2. Adjustment of notification time, clarification of change definition

PayPal clarifies that the notification time for Privacy Policy updates is 60 days. The respective part of the Privacy Policy will read as follows.

**"1. Notification of Changes**

This policy may be revised over time as new features are added to the PayPal service or as we incorporate suggestions from our customers. We may amend this Privacy Policy at any time without providing a reason. The revised version will be sent to you by email at least 60 days prior to its effective date."

PayPal also clarifies that adding extra functionalities to the existing services will be announced with one month period.

The respective part of Sec. 1. of the Privacy Policy will read as follows:

**"1. Notification of Changes.**

In cases where we add extra functionality to the existing Service or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities, we may make an announcement within only one month. You shall have 3 weeks to express your dissent in such case."

### 3. eBay binding corporate rules

PayPal has adapted eBay's binding corporate rules approved by a number of European Union privacy regulators to adequately protect personal information.

**"2. Binding Corporate Rules**

In addition to the privacy practices set out in this Privacy Policy, eBay Inc., the parent company of PayPal, has established a set of Corporate Rules (also referred to as Binding Corporate Rules), approved by a number of European Union privacy regulators. These Corporate Rules are a commitment by eBay Inc. to adequately protect your personal information regardless of where the data resides, and depending upon your location, may provide additional privacy rights through your privacy regulator or a court. If you would like additional information regarding the Corporate Rules or contact us via the contact details below. "

### 4. Information retrieval from Third Parties

PayPal clarifies that it will collect information from the eBay group entities to ensure further security. Section 3 will read as follows:

**"3. Information we collect**

**Information About You From Third Parties**

We may also collect information from members of the eBay Inc. corporate family or other companies.

### 5. Use of cookies

PayPal also clarifies that cookies may be used to customize promotional measures and that cookies from third parties may be included in third-party websites. Section 3 will read as follows:

### "3. Information we collect

#### Our Use of "Cookies"

We also use cookies to customize the PayPal Services, content, and advertising, measure promotional effectiveness, and promote trust and safety.

You may encounter cookies from third parties when using the PayPal Services on websites we do not control. (For example, if you view a web page created by a third-party or use an application developed by a third-party, there may be a cookie placed by that web page or application.)"

## 6. Marketing

PayPal implements an ad-customization program aiming at customizing information to improve and personalize the PayPal Services. Section 4 will read as follows:

### "4. Our Use and Disclosure of Information

#### Marketing

We may combine your information with information we collect from other companies and use it to improve and personalize the PayPal Services, content and advertising. You can choose whether or not to participate in our ad-customization programs by logging in to your account on the PayPal website and changing your preferences in the Profile page of the My Account tab, or by following the directions provided with the advertisement."

## 7. Disclosure to other PayPal customers

PayPal shares information with third parties to enable access to the PayPal Services if the PayPal Services are used through a third party and the third party website. Section 4. will read as follows:

### "4. Our Use and Disclosure of Information

#### Disclosure to Other PayPal Customers

If you are a registered PayPal user, your name, e-mail address, Skype ID (if applicable), phone number (if applicable) date of sign-up, the number of payments you have received from verified PayPal users, and whether you have been verified to have control of a bank account are made available to other PayPal customers whom you have paid or who are attempting to pay you through PayPal. If you are a Business account holder, we will also display to other PayPal customers the Web site address (URL) and customer service contact information that you provide us. In addition, this and other information may also be shared with third parties when you use these third parties to access the PayPal Services. However, your credit card number, bank account and other financial information will not be revealed to anyone whom you have paid or who has paid you through PayPal or third parties that use PayPal Services, except with your express permission or if we are required to do so pursuant to credit card rules, a court order or other legal process.

If you are buying goods or services and pay through PayPal, we may provide the seller with the shipping address for the goods and your billing address to complete your transaction with the seller. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller. If an attempt to pay your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful payment.

We work with third parties, including merchants to enable them to accept or facilitate payments from or to you using PayPal. In doing so, a third party may share information about you with us such as your email address or mobile number, when a payment is sent to you or when you are attempting to pay that merchant or through that third party. We use this information to confirm that you are a PayPal customer and that PayPal as a form of payment can be enabled, or where a payment is sent to you to send you a notification that you have received a payment. Also, if you request that we validate your status as a PayPal customer with a third party, we will do so. Please note that merchants you buy from and contract with have their privacy policies, and PayPal may not be held responsible for their operations, including but not limited to their information practices.

By accepting this Privacy Policy, you expressly agree that each time you pay or attempt to pay another PayPal customer or a third party by using your PayPal account, PayPal may then transfer the aforementioned relevant data to the other PayPal customer or to the third party, who may be located outside the European Union, in order to process, execute or otherwise deal and provide information about the payment.

If you open a PayPal account directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly through PayPal Services) will be shared with the owner of the third party website or application and your information may be subject to their privacy policies.

## 8. Disclosure to Third Parties other than PayPal Customers

**Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose data to them so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.**

**In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.**

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties for the following purposes to the following extent:

**Customer Service Outsourcing**

Sutherland Global Services Inc. (USA and Philippines), Convergys Customer Management Group Inc. (USA), Sitel GmbH (Germany), Transcom Worldwide SAS (France, Tunisia), and Competence Call Center Leipzig GmbH (Germany)

To allow telephone and email customer support services

Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.

**Credit Reference Agencies**

Callcredit plc., Experian Limited and Dun & Bradstreet Limited (UK) CIFAS (UK), CRIF (Italy), Cerved B.I (Italy), Coface (France), Synectics Solutions Limited, Equifax Ltd. (UK), Equifax Plc (UK), MCL Hunter, GB Group plc (UK), Graydon (UK), iQor Recovery Services Limited (UK), UK Data Limited (UK), ICC Information Limited (UK), Payment Trust Limited (UK), 192.com (UK), 192.com Limited (UK), i-CD Publishing (UK) Limited (UK), Experian Netherlands BV (Netherlands), Informa D&B SA (Spain). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.

To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or moneylaundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.

Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)

Bürgel Wirtschaftsinformationen GmbH & Co. KG (Germany)

To verify business identity

All account information

RSA Security Inc. and RSA Security Ireland Limited

To verify identity

All account information

**Financial Products**

The Royal Bank of Scotland plc (UK), TSYS Card Tech Limited (UK), TSYS Managed Services EMEA Limited (UK), TSYS Systems Services Inc. (USA), PrePay Technologies Limited (trading as PrePay Solutions)

To conduct joint marketing campaigns for PayPal pre-paid card, risk and fraud modelling, to enforce terms and conditions for PayPal prepaid card

Name, address, e-mail, date of birth and account information

**Commercial Partnerships**

Trustwave (US)

To provide customised services and assistance to Merchants using PayPal, to facilitate the process of becoming PCI DSS compliant.

Name, e-mail and PayPal account number

**Marketing and public relations**

Adwise (France), Avance (France), and Northstar Research Partners (USA)

To conduct marketing surveys

Name, e-mail address, telephone number, type of account, type and nature of PayPal services offered or used and relevant transaction information.

Noesis srl (Italy) and Lansons Communications (United Kingdom), Text 100 AB (Spain, Netherlands and Sweden) and I&E Consultants (France)

To respond to media enquiries regarding customer queries

Name, address, all customer account information relevant to customer queries

Carrenza Limited

To store user data for marketing campaigns

Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used and relevant transaction

		information.
Satmetrix Systems, Inc. (USA)	To conduct customer service surveys	Name, e-mail address, type of account, type and nature of PayPal services offered or used and relevant transaction information.
Axiom France (France)	To collect additional user information and better target marketing campaigns	Name, e-mail, address and phone number.
Adelanto (France)	To execute marketing campaigns for merchants	Name of the merchant, name of the contact person, e-mail, address, merchant website URL, type and nature of PayPal services offered or used.
Consultix (France and Spain) and Quadro Srl (Italy)	To host information provided by merchants and display part of this information on the pages of the PayPal website listing websites accepting PayPal and proposing special offers to PayPal users.	All information provided by merchants in connection with their use of these pages of the PayPal website (including in particular name of the merchant, name of the contact, email, logo and information relating to the promotion(s) offered to PayPal users).
<b>Operational services</b>		
Blue Media S.A. (Poland)	To verify identity and ensure that a user is a PayPal account holder. To process instant funding requests made by a user through the Blue Media services.	Name, e-mail address.
Consultix GmbH (France)	To assist in the creation of PayPal Business Accounts for merchants on boarding through their bank's payment gateway.	All information provided by the merchant (directly or via his bank) for the purpose of creating his PayPal Business Account (including, without limitation e-mail, address, business name, business contact details and bank account details).

PayPal will no longer share the following information with the following third parties:

<b>Credit Reference Agencies</b>		
infoscore Consumer Data GmbH (Germany)	To reconcile with a direct debit blacklist (without information to a Person);	Bank account number, Bank routing number, failed direct debits
<b>Group companies</b>		
Opusforum GmbH (Germany),	To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information

#### • IV. Amendment of the Commercial Entity Agreements (CEA)

PayPal is required to effect the conclusion of commercial entity agreements between merchants that qualify as "commercial entities" under the Association Rules of certain credit cards and members of the credit card associations and credit card processors. These agreements are entered into following a merchant generating a transaction volume exceeding USD 100,000.

PayPal updates the provisions of such agreements to reflect that (i) HSBC Merchant Services LLP is the

current processor for the HSBC group and is involved in the credit card processing (ii) local law may provide for different surcharging rules than the CEA agreements.

### CARD PROCESSING AGREEMENT HSBC AND AFFILIATES

The following terms pertain to card transactions used to fund a PayPal Account, which in turn can be used to pay the Merchant. Card transactions by the Merchant that do not fund a PayPal Account are not affected by the terms below.

This Commercial Entity User Agreement for Credit Card Processing Services ("Commercial Entity Agreement" or "CEA") is provided to all PayPal Users that meet the definition of "Commercial Entities" or the equivalent under Association Rules (defined below) and that open and use a Premier or Business Account (such use of such accounts collectively termed the "Premier/Business Service"). (Each such entity or person receiving this document is hereby referred to as "Merchant"). This CEA constitutes Merchant's separate legally binding contract for credit card processing between (1) Merchant, as a Commercial Entity; (2) Member (which is HSBC Bank plc); and (3) HSBC Merchant Services LLP ("Processor"). The CEA is also for the benefit of any of the HSBC group of companies other than the Member that provide access to a Bank Identification Number ("BIN") for MasterCard and Visa transactions acquired for the Merchant ("HSBC Company"), to the extent that the CEA relates to use of that BIN. Member or Processor may terminate its provision of credit card processing services and enforce or rely on any term or provision of the Merchant's PayPal User Agreement ("PUA"), all of which Member or Processor considers relevant are incorporated in this CEA by reference. In this CEA "we", "us" and "our" refer to Member and Processor together unless, for the purpose of Association Rules or membership, it must mean Member alone. For the avoidance of doubt, Processor is not a subsidiary or affiliate or member of the HSBC Group. For the purposes of this CEA and the performance of it by the Processor: (i) the Processor is the exclusive agent of Member; (ii) Member is responsible for the Processor performance of the CEA; (iii) Member must approve, in advance, any fee payable by, or obligation of, the Merchant under the CEA; and (iv) the Processor may not have access, directly or indirectly, to any account for funds or funds due to a Merchant and/or funds withheld from a Merchant for chargebacks arising from, or related to, performance of this CEA.

Any reference to the PUA shall mean the PayPal User Agreement made between Merchant and PayPal.

By accepting the Commercial Entity Agreement, Merchant agrees to the terms and conditions of this CEA and any documents incorporated by reference. Merchant further agrees that this CEA forms a legally binding contract between Merchant, Processor and Member. Any rights not expressly granted herein are reserved by Member and Processor. Descriptions of material amendments to this CEA will be provided as applicable. Any capitalised terms used in this CEA and not otherwise defined shall have the meanings set forth in the PUA.

#### 1. Association Rules

- **Deposit Transactions.** Merchant agrees that it shall only submit card transactions that directly results from bona fide cardholder transactions with that Merchant. Merchant agrees that it will not submit a transaction until Merchant: (i) obtains an authorisation, (ii) completes the transaction, and either: (iii) ships or provides goods, (iv) performs the purchased service, or (v) obtains the cardholder's consent for a recurring transaction.
- **Anti Money Laundering.** Merchant agrees that it shall not submit a transaction that does not result from a purchase of goods or services between the cardholder and Merchant.
- **Split Transactions.** Split sales transactions are not allowed. Specifically, Merchant agrees that it will not use two or more sales transaction receipts for a single transaction to avoid or circumvent authorisation limits, or monitoring programs.
- **Minimum or Maximum.** Merchant agrees that it shall not set minimum or maximum transaction amounts as a condition of honouring Visa and MasterCard cards.
- **Surcharges.** Merchant agrees that it will not impose surcharges on debit card transactions. Subject to any express variations by local law.
- **Visa and MasterCard Marks.** Merchant is authorised to use the Visa and MasterCard logos or marks only on Merchant's promotional materials and website to indicate that Visa and MasterCard cards are accepted as payment for the business goods and services. Merchant agrees that it shall not use the logos and marks either directly or indirectly, to imply that Visa or MasterCard endorses Merchant's goods or services; nor may Merchant refer to Visa or MasterCard when stating eligibility requirements for purchasing its products, services, or memberships.
- **Credit Vouchers.** Credit vouchers may not be submitted for non-credit transactions. Merchant agrees that it shall not: (i) accept a payment from a card holder for the purpose of depositing funds to the cardholder's account, or (ii) process a credit transaction without having completed a previous debit transaction with the same cardholder.
- **Cash Disbursements.** Merchant agrees that if it sells travellers cheques or foreign currency that Disbursements shall be limited to the value of cheques, Visa TravelMoney, or currency sold in a single transaction, plus any applicable commissions. Merchant agrees that under no circumstances shall a Visa or MasterCard transaction represent collection of a dishonoured cheque.
- **Authorisation Requirements.** Merchant agrees to obtain an authorisation for all transaction amounts.
- **Discrimination.** Merchant agrees that it shall not engage in any acceptance practice that discriminates against or discourages the use of Visa or MasterCard in favour of any other acceptance brand.
- **Present Transactions within 30 Business Days.** Merchant agrees that a debit transaction shall not be presented until after the goods are shipped, or services provided, unless, at the time of the transaction, the cardholder agrees to a properly disclosed delayed delivery of the goods or services. Merchant agrees that when it receives authorisation for delayed presentment, the words "Delayed Presentment" or something substantially similar must be disclosed to the cardholder.
- **Fraudulent or Unauthorised Use of Account Information Prohibited.** Merchant agrees that it shall not request or use Visa or MasterCard account number information for any purpose that it knows or

should have known to be fraudulent or in violation of Visa and MasterCard standards, Association Rules, the PUA or this CEA, or for any purpose that the cardholder did not authorise.

- **Merchant Identification.** Merchant agrees to prominently and unequivocally inform the cardholder of the identity of the Merchant at all points of interaction so that the cardholder readily can identify the transaction.

## 2. Card Associations

Visa Europe Ltd, Visa U.S.A. Inc. and Visa International ("Visa") and MasterCard International Incorporated ("MasterCard") (the "Associations") have developed rules and regulations (the "Association Rules") that govern their member banks and merchants in the procedures, responsibilities and allocation of risk for payments made through the Associations. By accepting this CEA, Merchant is agreeing to comply with all such Association Rules.

## 3. Merchant's Refund Policy must be on Merchant's Website.

If Merchant limits refund/exchange terms or other specific conditions for Card sales, Merchant's POLICY MUST BE CLEARLY PROMOTED TO THE CARDHOLDER PRIOR TO THE SALE AND AS PART OF YOUR SALE CONFIRMATION PROCESS. PROPER DISCLOSURE WOULD INCLUDE WORDING THAT IS PROMINANTLY DISPLAYED AND STATES "NO REFUND, EXCHANGE ONLY", OR SOMETHING SUBSTANTIALLY SIMILAR AND INCLUDES ANY SPECIAL TERMS. NOTE: QUALIFYING YOUR REFUND OR EXCHANGE TERMS DOES NOT COMPLETELY ELIMINATE YOUR liability for a refund because consumer protection laws and Association Rules frequently allow the cardholder to still dispute these items. In particular, by implementing Directive 97/7/EC many European Union member states will have distance selling regulations which allow a consumer to cancel its contract with the Merchant within a defined period and receive a refund.

4. **Term and Termination.** This CEA is effective upon the date Merchant accepts the terms and conditions set out herein and continues so long as Merchant uses the PayPal Service ("Services") or until terminated by Merchant, Processor or Member, provided that those terms which by their nature are intended to survive termination (including without limitation, indemnification and chargeback obligations and limitations of liability) shall so survive termination. This CEA may be terminated by Member or Processor at any time based on a breach of any of Merchant's obligations hereunder or for any other reason that Member or Processor deem exceptional.

This CEA will terminate automatically upon any termination of Merchant's PUA

5. **Indemnification.** Merchant agrees to indemnify, defend, and hold Member and Processor harmless from and against all losses, liabilities, damages and expenses (including legal fees and collection costs) which the Member, Processor and/or their affiliates or agents may suffer or incur arising from any breach of any warranty, covenant or misrepresentation by Merchant under this CEA, or arising as a result of any tortious conduct by Merchant or Merchant's employees or agents, in connection with Card transactions or otherwise arising from Merchant's provision of goods and services to cardholders or from any contravention of any legal requirements.
6. **Arbitration.** Any dispute with respect to this CEA between Merchant, Processor and/or Member, including a dispute as to the validity or existence of this CEA and/or this clause, shall be resolved by arbitration in London, England, conducted in English by a single arbitrator in accordance with the ICC Rules. The parties agree to waive any right of appeal against the arbitration award. In the event of a failure by the parties to agree on the sole arbitrator within 30 days of one party calling upon the other to do so, one shall be appointed by the ICC.
7. **Assignment/Amendments.** This CEA may not be assigned by Merchant without the prior written consent of Member and Processor. Member may assign their rights under this CEA without Merchant's consent and subject to the Association Rules. The Processor may not subcontract, sublicense, assign, license, franchise, or in any manner extend or transfer to any third party, any right or obligation of the Processor set forth in the CEA.

This CEA may be amended by Member as provided under the PUA, and otherwise shall not be modified in any respect without the express written agreement of the Member.

8. **Warranty Disclaimer.** This CEA is a service agreement. We disclaim all representations or warranties, express or implied, made to merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.
9. **Limitation of Liability.** Notwithstanding anything in this CEA to the contrary, in no event shall the parties hereunder, or their affiliates or any of their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall we be liable or responsible for any delays or errors in our performance of the services caused by our service providers or other parties or events outside of our reasonable control, including PayPal. Notwithstanding anything in this CEA to the contrary, the parties' cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this CEA) and regardless of the form of action or legal theory and whether or not arising in contract or tort (excluding negligence and wilful misconduct) shall not exceed the total volume of all transactions, expressed as a U.S. dollar amount, processed under this CEA. Nothing in this CEA shall exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.
10. **Enforceability.** No term of this CEA shall be enforceable by a third party (other than the HSBC Companies) and in particular a person who is not a party to this CEA has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy any of the benefits of this CEA (being a person other than the parties, the HSBC Companies and their permitted successors and assignees).
11. **Governing Law.** Governing law with respect to this CEA shall be the laws of England and Wales. Each party hereby submits to the non-exclusive jurisdiction of the courts of England and Wales.
12. **Waiver.** The failure of a party to assert any of its rights under this CEA, including, but not limited to, the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to

constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.

13. **Relationship between the Parties;** No Partnership or Agency; Independent Contractors. No agency, partnership, joint venture or employment relationship is created between Merchant, Processor and/or Member by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Nothing in this CEA will be construed to constitute either party as the agent for the other for any purpose whatsoever. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.
14. **No Illegal Use of Services.** Merchant will not access and/or utilise the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.
15. **Severability.** Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.

## CARD PROCESSING AGREEMENT NWB AND AFFILIATES

(Version date: 17 June 2010)

This Commercial Entity User Agreement for PayPal Payment Card Funded Processing Services ("Commercial Entity Agreement" or "CEA") is provided to all PayPal Users that are Commercial Entities (as defined by Visa Europe, Visa Inc, Visa International, MasterCard Worldwide, UK Maestro, Solo and/or International Maestro (together the "**Associations**")) and open a Premier or Business Account (such use of such accounts collectively termed the "Premier/Business Service"). Each such PayPal User is hereby referred to as "Merchant" and may be referred to herein as "you" and/or "your". This CEA constitutes your separate legally binding contract for credit and debit card processing for PayPal transactions between you and National Westminster Bank PLC and its Affiliate(s) (collectively, the "Bank"). For the purpose of this CEA, "Affiliate(s)" shall mean the financial institution(s) domiciled in the same Association region as you are domiciled in for Association purposes and which Bank has formed a relationship with in accordance with Association requirements to allow the processing of card transactions the identity of which you can obtain on contacting PayPal. In accordance with the provisions of this CEA, the Bank may terminate its provision of credit and debit card processing services and enforce any of the provisions of Merchant's PayPal Payment Processing Agreement (also known as the PayPal User Agreement) ("PPA"), agreed by and between Merchant and PayPal. In this CEA "we", "us" and "our" refer to Bank.

Merchant agrees to the terms and conditions of this CEA. Merchant further agrees that this CEA forms a legally binding contract between Merchant and Bank. This Commercial Entity Agreement may be amended at any time by us via PayPal posting a revised version of the CEA on the PayPal website(s). The revised version will be effective at the time PayPal posts it. If we propose to change this CEA in a substantial manner, we will provide you with at least 30 days' prior notice of such a change by posting notice on the "Policy Updates" page of PayPal's web site(s). After this 30 days' notice, you will be considered as having expressly consented to all amendments to the CEA. If you disagree with those proposed amendments, you may close your account before the expiry of such 30 day period in accordance with the terms of the PPA and this CEA will terminate on the closure of your account. For the purpose of the CEA a change to this CEA will be considered to be made in a "substantial manner" if the change involves a reduction to your rights or increases your responsibilities.

### 1. Purpose of this CEA.

When your customers pay you through PayPal, they have the option of paying you through a funding source offered on the PayPal website including a card funded payment. In most instances, you will not know the funding source that your customer selected. Since you may be the recipient of a card funded payment, the Associations require that you enter into a direct contractual relationship with a bank who is a member of the Associations. By entering into this CEA, you are fulfilling such Association requirement and you are agreeing to comply with Association rules as they pertain to payments you receive through the PayPal service.

### 2. Association Rules.

- **Deposit Transactions.** Merchant agrees that it shall only accept payments through PayPal Processing Services for bona fide transactions between the Merchant and its customer for the sale of goods or services. Merchant shall not submit a transaction for the refinance or transfer of an existing obligation that was uncollectible. Merchant acknowledges that for Visa and MasterCard payments, PayPal shall obtain an authorization for transaction amounts prior to completing the transaction.
- **Split Transactions.** Merchant agrees to submit a single transaction for the full amount of each sale. Except, however in an instance where the Merchant and cardholder agree on a partial shipment of product, or where the transaction qualifies for delayed delivery or special order deposits (such as partial shipments based on inventory on hand), a sale may be split into multiple transactions.
- **Minimum or Maximum/Surcharges.** Merchant agrees that it shall not set minimum or maximum transaction amounts or impose surcharges as a condition of honoring Visa and MasterCard cards, unless otherwise permitted in the particular jurisdiction of a transaction.
- **Visa and MasterCard Marks.** Merchant is authorized to use the Visa and MasterCard logos or marks only on Merchant's promotional materials and website to indicate that Visa and MasterCard cards are accepted as funding sources for PayPal transactions.
- **Credit Vouchers.** Credit vouchers may only be submitted for the purpose of refunding a prior transaction from the same card.
- **Cash Disbursements.** Merchant agrees that if it sells travelers cheques or foreign currency that disbursements shall be limited to the value of cheques, Visa TravelMoney, or currency sold in a single transaction, plus any applicable commissions.

- **Discrimination.** Merchant agrees that it shall not engage in any acceptance practice that discriminates against or discourages the use of Visa or MasterCard in favor of any other card brand.
  - **Access to Cardholder Data.** Merchant acknowledges that it does not have access to Cardholder Data (defined as the cardholder's account number, expiration date, and CW2) and will not request access to Cardholder Data from either PayPal or the cardholder. In the event that Merchant receives Cardholder Data in connection with the PayPal Processing Services provided under this Agreement, Merchant agrees that it will not use the Cardholder Data for any purpose that it knows or should know to be fraudulent or in violation of any Association Rules. Merchant also agrees that it will not sell, purchase, provide or exchange in any manner or disclose Cardholder Data to anyone other than its acquirer, Visa or MasterCard (as applicable) or in response to a government request. In the event that Merchant receives Cardholder Data, it will promptly notify Bank and PayPal of such.
  - **Merchant Identification.** Merchant agrees to prominently and unequivocally inform the cardholder of the identity of the Merchant at all points of interaction.
  - **Chargebacks.** Merchant shall use all reasonable methods to resolve disputes with the cardholder. Should a chargeback dispute occur, Merchant shall promptly comply with all requests for information from PayPal. Merchant shall not attempt to recharge a cardholder for an item that has been charged back to the cardholder, unless the cardholder has authorized such actions.
3. **Merchant's Refund Policy must be on Merchant's Website.** If Merchant limits refund/exchange terms or other specific conditions for Card sales, Merchant's policy must be clearly provided to the cardholder prior to the sale and Merchant must conform with all applicable laws and the Association Rules.
  4. **Term and Termination.** This CEA is effective upon the date Merchant agrees to the CEA and continues so long as the PPA remains in force between Merchant and PayPal but shall automatically terminate without notice on termination of such PPA for any reason, provided that those terms which by their nature are intended to survive termination (including without limitation, indemnification obligations and limitations of liability) shall survive. This CEA may be terminated by Bank at any time based on a breach of any of Merchant's obligations under this CEA or the PPA, or by Merchant based on a breach of any of Bank's obligations under this CEA, or by the Bank based on the termination of the acquiring services agreement entered into between PayPal (or its applicable group company) and Bank as notified to the Merchant.
  5. **Indemnification.** Merchant agrees to indemnify and hold Bank harmless from and against all losses, liabilities, damages and expense: (a) resulting from any breach of any warranty, covenant or agreement or any misrepresentation by Merchant under this CEA; (b) arising out of Merchant's or its employees' negligence or willful misconduct, (c) arising in connection with Card transactions or otherwise arising from Merchant's provision of goods and services to Cardholders or customers; (d) arising out of Merchant's use of the PayPal Service; or (e) resulting from any Fines or arising out of any third party indemnifications Bank is obligated to make as a result of Merchant's actions (including indemnification of any Association or Issuing Bank).
  6. **Assignment/Amendments.** This CEA may not be assigned by Merchant without the prior written consent of Bank. Bank may assign its rights under this CEA without Merchant's consent.
  7. **Warranty Disclaimer.** This CEA is a service agreement. Bank disclaims all representations or warranties, express or implied, made to Merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.
  8. **Limitation of Liability.** Notwithstanding anything in this CEA to the contrary, in no event shall Bank, or its Affiliate(s) or any of its directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether Bank has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall Bank be liable or responsible for any delays or errors in its performance of the services caused by our service providers or other parties or events outside of Bank's reasonable control, including PayPal. Notwithstanding anything in this CEA to the contrary, Bank's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this CEA and regardless of the form of action or legal theory and whether or not arising in contract or tort (including negligence shall not exceed the total volume of all transactions, expressed as a U.S. dollar amount processed by the Merchant under this CEA via PayPal. Nothing in this CEA shall exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.
  9. **Waiver.** The failure of a party to assert any of its rights under this CEA, including, but not limited to, the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.
  10. **Relationship between the Parties.** No agency, partnership, joint venture or employment relationship is created between Merchant and Bank by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Nothing in this CEA will be construed to constitute either party as the agent for the other for any purpose whatsoever. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.
  11. **No Illegal Use of Services.** Merchant will not access and/or utilize the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.
  12. **Severability.** Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.
  13. **Governing Law.** This CEA (and the relationships referred to or contemplated by it) shall be governed and construed in accordance with the laws as set out as the governing laws of the PPA which the

Merchant has agreed to.

## Amendment to the PayPal User Agreement and Privacy Policy

Effective Date: Feb 17, 2010

 [Print](#)

### • Amendment to the PayPal User Agreement

#### 1. Sending Limit

The sending limit in Clause 3.2 has been raised from 1,500 EUR to 2,500 EUR.

#### 2. Fees

Section 8 is being amended to update the fees for **cross border personal transactions**.

Where the country of the recipient's registered PayPal Account is Poland, the fee charged for cross border personal payments fully funded by PayPal Balance or Bank is 1% + 0.55 PLN (Polish Zlotych).

#### 3. Temporary Holds for Disputed Transactions

A new Section 10.1.d is being added to consolidate and clarify the position on temporary holds for disputed transactions as already described in Section 11.4. Section 10.1.d will read as follows:

**"10.1. d. Temporary Holds for Disputed Transactions.** If a buyer files a Claim, Chargeback or Reversal on a payment you received, PayPal will place a temporary hold on the funds in your PayPal account to cover the full amount in dispute. In placing such a hold, we will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal, unless we have another reason for doing so. If you win a dispute or if the payment is eligible for a payment under the terms of PayPal Seller Protection, we will release the hold and restore your access to the funds. If you lose the dispute, PayPal will remove the funds from your PayPal account."

#### 4. Third party rights

Section 14.8 is being updated to clarify that eBay, as a third party, may rely on its rights as specified in the PayPal User Agreement. Section 14.8 para. 2 will now read as follows:

A person who is not a party to this Agreement has no rights under the Contracts (rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement (except for eBay in respect of its rights as specified in this Agreement) but this does not affect any right or remedy of third parties which exists or is available apart from that Act.

### • Amendment to the PayPal Privacy Policy

#### 1. Disclosure to Third Parties other than PayPal Customers

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties (if applicable) for the following purposes:

##### Payment processors

HSBC Merchant Services LLP (UK), Discover Financial Services (USA),	To allow payment processing settlement services, fraud checking.	Name, address, details of user funding instruments, details of payment transactions.
Deutsche Bank AG (Germany, Netherlands, France, Spain)	To allow the processing of direct debits in Germany, Netherlands, France and Spain.	Name, date of transaction, amount, currency and user's bank account information.

##### Credit Reference and Fraud Agencies

Experian Netherlands BV (Netherlands), Experian Bureau de Credito SA (Spain), Informa D&B SA (Spain)	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
ID Checker.nl BV (Netherlands)	To verify identity	All account information and proof of identity.

##### Operational services

KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Austria), Transcom Worldwide S.A. (UK), Clarity Credit Management Solutions Limited (UK), Infoscore Iberia (Spain).	To collect debt	Name, address, telephone number, account number, e-mail, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
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P K Consultancy Limited (UK)

To assess risk and help detect and prevent potentially illegal acts and violation of policies

Name, address, telephone number, e-mail, account type, four digits of financial instruments account, account balance, details of accounts transactions and liabilities, account status and account performance information as required for the Purpose.

## Amendment to the PayPal User Agreement

Effective Date: Oct 14, 2009

 [Print](#)

- Amendment to the PayPal User Agreement

**Many of the changes we are making to the PayPal User Agreement are being implemented as a result of new legislation introduced in various EU member states, derived from the EU Payment Services Directive (Directive 2007/64/EC). We have also editorially revised the entire User Agreement to make it easier to read and understand. You will find the substantial changes pointed out below:**

- **Amendments to this Agreement**

The notice period for us in case we want to amend the User Agreement has been extended to 2 months.

**1.8 Amendments to this Agreement.** We may at any time amend, delete or add to this Agreement by giving notice of such change in due time. We will give you 2 months' notice of any change by sending you an email. These changes shall become effective unless you explicitly dissent before the effective day. In such email we shall inform you about your right to dissent, the due date, and your option to terminate this agreement. We also publish the amended User Agreement on the PayPal website(s). In cases where we add extra functionality to the existing Service or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities, we may make an announcement within only one month. You shall have 3 weeks to express your dissent in such case.

- **Our Execution of Payment Orders**

A new clause has been added to outline how and when a Payment Order made by you is executed to us. The relevant clause reads as follows:

**3.1 Our execution of your Payment Orders.** Subject to the terms of this Agreement (and your compliance with the same), you agree that we will execute a Payment Order made by you via your Payment Account. We shall execute your order based on this agreement within 3 business days. Within this timeframe we shall credit the payment service provider of the person you are sending your payment to. The 3-day time limit starts on the day following the date you gave us, and we received your valid Payment Order.

Executing your payment order is subject to the following requirements:

- a. You send your Payment Order before 4pm (local time of the country where your Account is registered) on a Business Day. If you provide us with your Payment Order after 4pm or not on a Business Day, you agree that your Payment Order was received by us on the following Business Day;
- b. You have provided a correct Unique Identifier or other valid details of the recipient or you as PayPal or the person you are paying may reasonably request from you when you complete the details to make the Payment Order;
- c. You have completed all mandatory information requested in the relevant payment or checkout flows;
- d. You have provided details of your valid Funding Source(s) that have sufficient funds to make the payment;
- e. You have expressed valid consent to authorise your Payment Order. Such valid consent is provided when you:
  1. When you click the respective payment button (for example, „Pay“ or „Continue“) of the PayPal website(s) which permit you to send us a Payment Order after you have submitted your correct log-in information and successfully logged into your PayPal Account; and/or
  2. If you have set up a third party initiated payment Authorisation in which you have agreed with a merchant or other third party to provide an advance Authorisation to allow that merchant or third party to collect or otherwise direct payment of funds from your PayPal Account; and/or
  3. instruct us to make a payment in any other way which we may notify you when making the Payment Order from time to time.

Our obligation to execute payment orders within 3 Business Days following the date you gave us your valid Payment Order only applies to payments executed:

- between Users with registered PayPal accounts in the European Economic Area („EEA“);
- in the currency of Euro, Pounds Sterling, or the currency of the EEA State that has not adopted Euro as its currency.

Once your Payment Order has been provided to us, you may not revoke it or otherwise withdraw your consent to the execution of the payment transaction. This exception does not apply when you have

agreed to Recurring Payments. You are able to cancel a Recurring Payment provided that you do so before the end of the Business Day which falls on the day before the next recurring payment is due to be made.

We are under no obligation to execute your Payment Order if you do not have sufficient funds in your PayPal account or in your funding source. PayPal reserves the right not to effect a payment made by you until it receives cleared funds.

- **Third party initiated payments**

This clause has been revised to clarify amongst other things the obligations of a merchant using this functionality and to set out when a user can request a refund.

**3.10 Third party initiated payments (including Recurring Payments).** You may authorize a third party (for example, a merchant) to collect funds from your PayPal Account. By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time, sporadic, or recurring basis.

In this case you authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account. This applies as long as you do not terminate this agreement with the third party. You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment.

Any authorizations you have agreed with any third parties can be viewed in your PayPal account. We will not inform you in advance about any recurring payments under this agreement. However, you may request such information from your merchant. If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of third party initiated payments being based on fluctuating exchange rates.

Third parties who present us with a payment request under this provision warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts).

Third parties who present us with a payment request under this provision also agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment.

You agree that you can not request a refund from PayPal for a variable Recurring Payment unless:

- a. your consent to the making of the Recurring Payment was not given as set out in section 3.1(c);
- b. the information relating to the Recurring Payment was not provided or made available to you in reasonable time before the date the payment transaction was made to the merchant;
- c. you notify us of the request within 8 weeks from the date the payment was made; and
- d. you comply with our requests to obtain information which we reasonably require to review the circumstances of the case.

- **Non discouragement**

Clause 4.5 (No surcharge) is being amended to highlight that if you charge a buyer any form of surcharge, PayPal has no liability to the buyer where you failed to inform the buyer of the surcharge.

**4.5 Non discouragement.** In representations to your customers or in public communications, you agree not to mischaracterise or disparage PayPal as a payment method. You agree that you will only surcharge for the use of PayPal in compliance with any law applicable to you, and you further agree that if you do charge a buyer any form of surcharge that you, and not PayPal, will inform the buyer of the requested charge as otherwise this may constitute a criminal offence by you.

- **Balances and transaction history**

The clause sets out how we provide information in relation to your balances and transaction history to you. If you request additional information or request to be provided with the information in a different way, we may charge a fee. The clause reads as follows:

**5.1 Balances and transaction information.** You may check your Balance by logging into your Account. Key information relating to your payments will be provided to you via e-mail.

You will also be able to access a downloadable report of your Account, including payment details and fees. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy. PayPal will ensure that the details of each transaction will be made available for you to view online for at least 13 months from when it is first made available. PayPal reserves the right to charge a Fee for providing you with additional information or for providing the transaction history and other information about Fees in a different way.

You do not need to maintain a Balance in your Account in order to make payments. When you make a PayPal payment funded by direct debit, credit card, giropay or bank transfer, you receive e-money in your PayPal account. We instantly transfer this e-money to the payment recipient. If you hold a Balance you will not receive interest or any other earnings on this Balance because the Balance represents E-Money and not a deposit.

- **Withdrawal/Redemption Limits**

This clause has been amended to clarify actions we may take where a certain level of risk has been identified by us. Clause 6.2 will now read as follows:

**6.2 Withdrawal/Redemption Limits.** The withdrawal limit on your Account is 750 EUR per month (reset each month following the date you first opened your Account) or if this limit is not reached, 1000 EUR per year starting from the date that payment activity first took place on your Account. You agree to comply with our requests to verify your identity before we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations.

Redemption transactions from your Payment Account will be executed within the timeframes set out in section 3.1, however, we may review your withdrawal transaction to mitigate any risks and/or to prevent money laundering and to ascertain whether any Restricted Activity (as set out in section 9) is taking place („Redemption Risk“). Where a Redemption Risk is identified by us, we reserve the right to restrict your Payment Instrument and/or refuse your Payment Order.

When you instruct us to perform a redemption, we may treat this as a future dated Payment Order which we will execute within the timeframes set out in section 3.1 once we determine the Redemption Risk has passed.

- **Fees**

Clause 8 has been amended with a description of the Currency Conversion Fee to clarify that the exchange rate is adjusted regularly and may be applied immediately and without notice.

Further, we have added new fees for sending and receiving personal payments and for a Record Request Fee.

- **Restricted Activities**

A new Clause 9.1r has been added. It reads as follows:

**9.1 Restricted Activities.**

In connection with your use of our website, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not: (...)

- Undertake activity that does or may present to us a sudden, significant or otherwise unacceptable level of exposure (as PayPal reasonably believes based on the information available to it);

- **Keeping your Payment Instrument Safe**

A new clause has been added to outline your obligations you agree to perform in order to keep your Payment Instrument safe. Clause 9.2 reads as follows:

**9.2 Keeping your Payment Instrument Safe.** You agree to perform the following actions to keep your Payment Instrument safe:

- Not engage in any of the Restricted Activities;
- Keep the details of your Funding Sources and password safe;
- Not allow anyone else to have or use your Funding Sources or password details;
- Not disclose the details of your Funding Sources or password except when using the Service;
- Never write your password in a way that can be understood by someone else;
- Not choose a password that is made more memorable to you such as a sequence of letters or numbers that may be easy to guess;
- Take care to make sure that no one sees your password when you use it; and
- Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe.

- **Actions by PayPal Clause**

10.2 has been amended to clarify the actions that PayPal may take in case you engage in Restricted Activities. The amended clause reads as follows:

**10.2 Actions by PayPal.** If we have reason to believe that you have engaged in any Restricted Activities as set out in figure 9, we may take various actions to protect PayPal, a User, a third party, or you from any liability as set out in Clause 10.1. The actions we may take include but are not limited to the following:

- We may, at any time and without liability, suspend, block, limit, close or cancel your right to use your Payment Instrument or Account entirely or for any particular transaction, which may in turn suspend, block, limit, close or cancel access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information). We will normally give you advance notice of any suspension or cancellation but we may, if it is reasonable to do so (for example if you are in breach of this Agreement or we consider it advisable for security reasons), suspend or cancel your right to use your Payment Instrument or Account without prior notice to you;
- Block your Account and/or hold any funds in the Reserve Account;
- Refuse any particular payment transaction at any time for any reason and will only be required to make available the fact of the refusal and the reasons for the refusal and how you may resolve the problem, where possible, upon request and provided it is not prohibited by law;
- We may reverse a payment (including, if appropriate, to the sender's Funding Source), that violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable

Use Policy;

- e. We may contact third parties and disclose details of the Restricted Activities in the manner set out in our Privacy Policy;
- f. We may request information from you or otherwise update inaccurate Information you provided us;
- g. We may refuse to provide our Services to you in the future;
- h. We may hold your funds for up to 180 Days if reasonably needed to protect against the risk of liability;
- i. We may request information or documents from you in order to verify your identity and/or in regards to the service or goods you provided based on a transaction.

Unless otherwise directed by us, you must not use or attempt to use your Payment Instrument or Account while it is suspended or has been closed. You must ensure that all agreements with merchants or other third parties that involve third party initiated payments (including, Recurring Payments) set up from your Account are cancelled immediately upon the termination, suspension or closure of your Account. You remain liable under this Agreement in respect of all charges and other amounts incurred through the use of your Account at any time, irrespective of termination, suspension or closure.

#### • Actions by PayPal

PayPal introduces Payment Hold and eBay Hold for reasons of risk management. The relevant clauses read as follows:

##### 10.5 Payment Hold

- a. You agree that, if you receive a payment that involves Transaction Risk, PayPal may in its sole discretion (acting reasonably) place a hold on that or any payment until PayPal determines that the Transaction Risk no longer exists.
- b. You acknowledge and agree that any payments held under this section 10.5 may be placed in your Reserve Account and that you will provide to PayPal any information as PayPal may reasonably request to allow PayPal to determine whether the Transaction Risk has passed.
- c. You may close your Account if you object to the hold under this section 10.5. If your Account is closed for any reason, PayPal has the right to hold a payment under this provision for a period of up to 180 Days from the date the complete obligations under the contract for sale (to which the payment in question relates) have been discharged.

##### 10.6 eBay Item Hold.

- a. You agree that if PayPal, in its sole discretion, believes that a payment you receive for an eBay transaction may involve a high level of risk, that the amount may be held in your Reserve Account until we determine, in our reasonable discretion, that any such risk has passed. If the funds are held in your Reserve Account, it may show as "pending" in your PayPal Account.
- b. PayPal will release the eBay item hold and make funds available in your Payment Account after 21 Days unless you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the hold. PayPal may release the hold earlier if the buyer leaves positive feedback on eBay.
- c. If you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the eBay item hold, the funds may be held in your Reserve Account (or an amount equal to the relevant payment) until the matter is resolved pursuant to this Agreement.

#### • PayPal-Seller Protection

We have added the provision in Clause 11 that proof of shipment for seller protection may not be required if the payment amount does not exceed 25 EUR. PayPal waives the requirement of providing proof of shipment up to ten times within six months based on a calendar year.

#### • Identifying Errors and/or Unauthorised Transactions Clause

12.1 has been amended to further clarify that you will be held liable for unauthorized use of your Account if we have evidence that you acted fraudulently or that you have (with intent or gross negligence failed to comply with our obligations to use your Payment Instrument in the manner set out in the User Agreement.

Further, Clause 12.2 has been amended to outline the steps you must take to assist PayPal in its investigation if you believe there has been or will be an error, unauthorized transaction, misappropriated or unauthorized use of your Payment Instrument or Account.

#### • Liability for Unauthorised Transactions

Clause 12.4 is being amended to clarify that you have to inform us no later than 13 months after the first Improper Account Access transaction was executed in order to be reimbursed for an unauthorised transaction.

#### • Entitlement to a refund

A new Clause 12.5 has been added to clarify the conditions that need to be met for you to become entitled to a refund of the full amount of any payment transaction authorised by you and initiated by or through a merchant. Clause 12.5 reads as follows:

**12.5 Entitlement to a refund.** You are entitled to a refund of the full amount of any payment transaction

authorised by you and initiated by or through a merchant, provided the following conditions have been met:

- a. the authorisation given to the merchant did not specify the exact amount of the transaction at the time the authorisation was given; and
- b. the amount of the transaction exceeded the amount that you could reasonably have expected, taking into account your previous spending patterns and this Agreement; and
- c. you make the request for a refund within 8 weeks from the transaction date. We reserve the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions.

#### • Errors

Clause 12.6 now sets out that PayPal may not be held liable for the non-execution or defective execution of a payment transaction if you have failed to notify PayPal of such an incorrectly executed payment transaction without undue delay, or in any event not later than within 13 months after the debit date, on becoming aware of such incorrectly executed payment transaction.

#### • Corporate Customers

A new Clause 14.10 has been added for corporate customers. Some of the provisions of the Payment Service Directive need not be applied to corporate customers and thus special terms apply to them in deviation to some of the clauses set out in the User Agreement.

#### Amendment to the PayPal Buyer Protection Policy

We have editorially changed the Buyer Protection Policy. We further added that you may change the reason for your claim later on (e.g. if initially you did not receive an item but later on received one that was significantly not as described). Please contact our customer support if you want to change the reason for the claim.

#### Amendment to the PayPal Privacy Policy

#### • Our Use of "Cookies"

This section is being amended to highlight that we may also collect information about your computer or other access device to mitigate risk and for fraud prevention purposes.

#### • Disclosure to Other PayPal Customers

The second paragraph in this section is being amended to highlight that if an attempt to pay your seller fails, or is later invalidated, we may now also provide your seller with details of that unsuccessful payment.

#### • Disclosure to Third Parties

We added some new parties to the list.

#### • Our contacts with PayPal customers

The section has been amended to clarify the circumstances under which we contact our customers and that we may also communicate by phone to carry out collection activities.

#### Amendment to the PayPal Acceptable Use Policy

#### • Prohibited Activities

Part 3 of this section is being amended to further highlight that you may not use the PayPal service for activities that relate to transactions that:

- i. are associated with purchases of real property; or
- ii. are associated with the following Money Service Business Activities: the sale of traveller's cheques or money orders, currency exchanges or cheque cashing.

#### • Activities Requiring Pre-Approval

This section is being amended to clarify that PayPal requires pre-approval to accept payments for futures (forex).

### Amendment to the PayPal Acceptable Use Policy

Effective Date: Jun 03, 2009

 [Print](#)

#### • Amendment to the PayPal Acceptable Use Policy

Beginning 3. June 2009 the PayPal Acceptable Use Policy is being amended to include a new Section 4 as follows:

#### Prohibited Activities

You may not use the PayPal service for activities that:

"4. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent"

## Amendment to the PayPal Acceptable Use Policy

Effective Date: Nov 05, 2008

 [Print](#)

### • Amendment to the PayPal Acceptable Use Policy

Beginning 5. November 2008 the PayPal Acceptable Use Policy is being amended as follows:

Section 5 is being revised to include activities with an entry fee and a prize, including games of skill and sweepstakes. The new language is as follows:

#### Prohibited Activities

You may not use the PayPal service for activities that:

"5. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from PayPal and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law."

## Update to User Agreement

Effective Date: Sep 04, 2008

 [Print](#)

### • Update to User Agreement

As of 04.09.2008 a **new User Agreement** will apply. Important amendments include the following additions:

- General right of termination for both parties, user and PayPal (fig. 1.10)
- For Sellers: prohibition to integrate the PayPal Service through iFraming (fig. 9ad).

## Amendment to the User Agreement and policies

Effective Date: Jan 11, 2008

 [Print](#)

### • Amendment to the User Agreement and policies

Beginning 11. January 2007, PayPal will amend the terms of its Privacy policy by adding further information on PayPal's use of credit reference agencies in connection with customers who apply for and/or use the PayPal Website Payments Pro product.

## Amendment to the Buyer Complaint Policy and the PayPal Buyer Protection programme

Effective Date: Jun 07, 2007

 [Print](#)

### • Amendment to the Buyer Complaint Policy and the PayPal Buyer Protection programme

Beginning 7. June 2007, the PayPal (Europe) Ltd. Buyer Complaint Policy and the PayPal Buyer Protection programme will be amended. For users registered in the UK, Ireland, France, Italy, Belgium, Spain and The Netherlands, PayPal will no longer apply the terms of eBay's standard purchase protection programme to eligible claims, but will rather increase the scope of the PayPal Buyer Protection programme to generally cover all eBay listings up to a basic tier amount and to also cover all eligible listings up to a top tier amount. The terms of eligibility for a basic tier payment and a top tier payment will be dependent upon the terms of coverage set out on the relevant eBay site where the winning bid is placed. The terms of the Buyer Complaint Policy and the Buyer Protection Programme will also be amended to exclude claims relating to airline travel sales.

## Amendment to the Payments (Sending, Receiving and Withdrawals) Policy

Effective Date: May 03, 2007

 [Print](#)

### • Amendment to the Payments (Sending, Receiving and Withdrawals) Policy

Beginning 3. May 2007, the PayPal (Europe) Ltd. Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for applicable French and Spanish account holders will have the option of either validating their bank account details or completing the Expanded Use program.

## Amendment to the Preapproved Payments Policy

Effective Date: May 03, 2007

 [Print](#)

- **Amendment to the Preapproved Payments Policy**

Beginning 3. May 2007, the PayPal (Europe) Ltd. Preapproved Payments Policy will be amended to set out the terms of PayPal's recurring billing functionality. In particular, the policy will be amended to set out the terms by which a buyer provides an advance authorisation to a merchant to allow that merchant to receive payments from the buyer's PayPal Account directly on a one-time, regular or sporadic basis in accordance with the buyer's agreement with the merchant.

**Amendment to the Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy**

Effective Date: Mar 08, 2007

 [Print](#)

- **Amendment to the Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy**

Beginning 8. March 2007, the PayPal (Europe) Ltd. Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy will be amended to reflect the fact that Personal Account holders will be able to accept an unlimited number of PayPal payments funded by cards which are also sent via Skype. There will be no change to the fees payable on receipt of card funded payments.

**Amendment to the Payments (Sending, Receiving and Withdrawals) Policy**

Effective Date: Mar 08, 2007

 [Print](#)

- **Amendment to the Payments (Sending, Receiving and Withdrawals) Policy**

Beginning 8. March 2007, the PayPal (Europe) Ltd. Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for UK account holders will now only involve a user to set up their bank account via direct debit, complete the 'random deposit' process and if you are a Premier or Business account holder, provide supplemental business information. UK verified users will still require to complete the 'Expanded Use Process' to lift their withdrawal limit.

**Amendment to the Privacy Policy, Amendment to the Privacy Policy**

Effective Date: Mar 08, 2007

 [Print](#)

- **Amendment to the Privacy Policy**

Beginning 8. March 2007, PayPal (Europe) Ltd. will expand section 3 of its Privacy policy, "Disclosure to Third Parties other than PayPal Customers" to include more detailed information on the third parties to whom it discloses personal and account information.

- **Amendment to the Privacy Policy**

Beginning 8. March 2007, the PayPal (Europe) Ltd. Privacy Policy will be amended to reference that a user's Skype ID will be a further form of personal information that will be processed by PayPal when users send funds or receive notification of a payment via PayPal using Skype.

**Amendment to the Fees policy**

Effective Date: Jan 11, 2007

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- **Amendment to the Fees policy**

Beginning 11. January 2007, PayPal will amend the terms of its Fees policy by removing duplication of reference to certain fees which are found in the Fees Schedule.

**Amendment to the Merchant Gift Certificates Policy**

Effective Date: Jan 11, 2007

 [Print](#)

- **Amendment to the Merchant Gift Certificates Policy**

Beginning 11. January 2007, PayPal will amend the terms of the Merchant Gift Certificate policy to clarify the obligations of PayPal, the merchant, the purchaser and the recipient, including the timeframes of when the funds represented by the gift certificate are available to the purchaser and the recipient. It will also clarify the terms surrounding the funding of the gift certificates.

**Amendment to the Privacy policy**

Effective Date: Jan 11, 2007

 [Print](#)

- Amendment to the Privacy policy

Beginning 11. January 2007, PayPal (Europe) Ltd. will expand section 3 of its Privacy policy, "Disclosure to Third Parties other than PayPal Customers" to include more detailed information on the third parties to whom it discloses personal and account information.