

# Past Policy Updates

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

## Changes to PayPal Legal Agreements

**Effective date:** 17 November 2018

We're updating the PayPal Australia User Agreement and Combined Financial Services Guide and Product Disclosure Statement.

We're also changing the name of our Privacy Policy to a Privacy Statement.

The changes are set out in more detail below and will be effective from 17 November 2018. By continuing to use your PayPal account from that date, you're agreeing to the changes. If you do not agree to the changes, you must close your PayPal account before 17 November 2018.

## Updates to the Australia User Agreement

We're unveiling an entirely redesigned User Agreement for our Australian customers. We've worked hard to make this new User Agreement a more user friendly experience with content that makes it easier for you to understand your rights and obligations when it comes to using PayPal's products and services.

Here's what we've done:

- A. We've redesigned the User Agreement to simplify its format, with new colour-coded headings so you can find the information most relevant to your account more easily. We've revised and reorganised the content of the User Agreement to be easier to follow and to include information where you'd naturally look for it. Except as described in section B below, we're not changing the meaning of what we say, only how we say it and where you can find it.
- B. In addition to redesigning the User Agreement, we're making the following substantive changes to our terms:
  - We're updating our Seller Protection Policy to expand our eligibility criteria to include intangible items, such as tickets for travel and services.
  - We're adding terms to confirm sellers' obligation to provide equal treatment to PayPal in relation to other payment methods at checkout and in marketing material.

- We're clarifying that users must not mischaracterise PayPal in any public communications or dissuade the use of PayPal.
- We've made it clearer when and how refunds are processed, including returning funds directly to your linked bank account and how currency conversions work when you made the original payment in a foreign currency.
- We're clarifying how we deal with errors and unauthorised transactions, and how and when you should report these.

We've added the following paragraph under 'Accepting Payments From Buyers for Goods and Services'

"By integrating into your online checkout/platform any functionality intended to enable a payer without a PayPal account to send a payment to your PayPal account, you agree to all further terms of use of that functionality which PayPal will make available to you on any page on the PayPal or Braintree website (including any page for developers and our Legal Agreements page) or online platform. Such further terms include the PayPal Local Payment Methods Agreement." To review the updated User Agreement, please Click [HERE](#).

## Updates to the Combined Financial Services Guide and Product Disclosure Statement

We've updated some of the fees payable for PayPal accounts in certain situations:

- Currently, when you send money internationally with your PayPal account, depending on your payment method, you would either pay:
  - \$5.99 AUD; or
  - \$5.99 AUD, plus 2.6% of the amount you're sending, plus a fixed fee based on the currency you're sending
- Now, the fee will also depend on the amount you're sending, as shown in the table below.

	<b>\$0-\$49.99 AUD</b>	<b>\$50.00-\$99.99 AUD</b>	<b>\$100.00 AUD or more</b>
PayPal balance or Australian bank account	\$0.99 AUD	\$2.99 AUD	\$5.99 AUD
Any portion funded by a card	\$0.99 AUD + 2.6% of the portion funded + fixed fee based on the currency	\$2.99 AUD + 2.6% of the portion funded +fixed fee based on the currency	\$5.99 AUD + 2.6% of the portion funded +fixed fee based on the currency

The fixed fees for each currency can be found in clause 18.9.

- We have introduced a fixed fee, chargeback fee and eCheque fee for Malaysian Ringgit:
  - Fixed fee: 2.0 MYR, and 0.2 MYR for Micropayments
  - Chargeback fee: 40 MYR
  - eCheque fee: 150 MYR
- A Personal Transaction fixed fee of 0.60 BRL for sending Brazilian Real has been introduced.
- Mass Pay and Payouts are no longer available for Chinese Yuan.

We've also clarified how we convert currency, and when and how refunds are processed, including returning funds directly to your linked bank account and how currency conversions work when you made the original payment in a foreign currency.

To review the updated Combined FSG and PDS, please click [HERE](#).

### **Updates to the Australia Privacy Statement (previously known as our Privacy Policy)**

At PayPal, it is important to us that you understand our privacy practices and your privacy choices. We have re-branded our Privacy Policy to our Privacy Statement. The updated Privacy Statement will replace the existing Privacy Policy for PayPal Services. Specifically, we have included more details about how we retain and share your personal data for the purpose of keeping your financial information up to date and providing you with benefits.

Our updated Privacy Statement will be effective on 17 November 2018. We encourage you to review the new Privacy Statement in advance by clicking [here](#).

### **Updates to the PayPal Recurring Payment and Billing Agreement, and Electronic Fund Transfer Rights and Error Resolution Policy**

To simplify your navigation of our legal agreements, we've incorporated the terms of the PayPal Recurring Payment and Billing Agreement, and Electronic Fund Transfer Rights and Error Resolution Policy into the body of the User Agreement. We haven't changed what we said, just where you can find it.

### **Changes to PayPal Legal Agreements**

**Effective date:** 5 April 2018

PayPal is changing some of its Legal Agreements with effect from 5 April 2018. We've created this policy update to help you understand the material changes. By continuing to use our services from 5 April 2018, you are agreeing to the changes. If you decide not to accept the changes, you can notify us before 5 April 2018 to [close your account](#).

Set out below are the material changes to the:

- [User Agreement](#);
- [Combined Financial Services Guide and Product Disclosure Statement](#);
- [Privacy Policy](#);
- [Recurring Payments and Billing Agreement](#);
- [Refunded Returns Service General Conditions of Use](#); and
- [Commercial Entity Agreements](#) (for large sellers only).

Click on the links above to view the complete terms of each of the revised legal agreements:

### **Changes to the User Agreement**

The changes to the User Agreement are most relevant to sellers.

1. We've added a row in the table in clause 4.4 notifying sellers of the risk that we may transfer your PayPal balance to a third party if we're required to by a law, court order or other legal process. This may happen if you are a judgment debtor or undischarged bankrupt and we receive an order to transfer your PayPal balance to a judgment creditor or trustee in bankruptcy. Clause 7.7 has also been updated to reflect this.
2. We've inserted new clauses 11.3 and 11.4 to summarise the obligations of PayPal and sellers under the new European Union General Data Protection Regulation, which is relevant for sellers who accept payments from residents of the European Union.
3. A new clause 12.2 has been inserted to permit us to correct any processing errors by debiting or crediting your account. For example, a processing error may mean you receive double the amount of a payment to which you were otherwise entitled. In these circumstances, we may debit your account to correct that error such that you receive the accurate amount.
4. Clause 14 has been updated to clarify how currency conversions are completed.
5. New clauses 15.16 and 15.17 have been inserted to create, and to perfect as we reasonably request, a security interest over funds held in your PayPal balance, such as when we place a reserve. These new clauses only apply to business and premier account holders.
6. In clause 15.19 (now clause 15.21), we have deleted the words 'and that determination is consistent with PayPal's policies and procedures'.
7. To protect PayPal and its users from the risk of financial loss, a new clause 24.2 has been inserted to indemnify us for costs we incur arising from chargebacks, reversals or refunds

effected in accordance with the User Agreement. This new clause only applies to business and premier account holders.

**Changes to the Combined Financial Services Guide and Product Disclosure Statement**

1. We’ve updated clause 5 (which deals with our remuneration, commissions and other benefits) to include money we earn from fees and interest, and money we pay for the referral of customers to us.
2. We’ve added a row in the table in clause 16.6 notifying sellers of the risk that we may be required to transfer funds to a third party if you are a judgment debtor or undischarged bankrupt and we receive an order to do so.
3. In clause 16.8, we have deleted the words ‘and that determination is consistent with PayPal’s policies and procedures’.
4. We have changed the fees for personal transactions in clause 18 as set out below:
  - a. **Sending in Australia.**
    - i. Previously, if you funded a payment to a friend or family member in Australia using a credit card or debit card, you paid 2.4% on the whole amount plus a fixed fee in the currency of payment. Now, a 2.6% + fixed fee will apply, but the 2.6% will only apply to the portion of the payment for which you used the credit card or debit card, as shown below.

<b>Payment Method</b>	<b>Fees</b>
PayPal balance or Australian bank account	Free
Any portion funded by a Credit Card or Debit Card	2.6% of the portion funded + fixed fee based on the currency

- b. **Sending internationally.**
      - i. Previously, sending money to a friend or family member with a non-Australian PayPal account incurred a fee depending on a combination of the payment method used and the recipient’s country. Now, a flat fee of \$5.99 AUD will apply. ii. In addition, if any portion of the payment was funded by a credit card or debit card, you paid between 3.9% and 5.2% on the whole amount (depending on the recipient’s country) plus a fixed fee in the currency of the payment. Now, in addition to the \$5.99 AUD flat fee, a 2.6% + fixed fee will apply, but the 2.6% will only apply to the portion of the payment for which you used the credit card or debit card, as shown below.

<b>Payment Method</b>	<b>Fees</b>
PayPal balance or Australian bank account	\$5.99 AUD
Any portion funded by a Credit Card or Debit Card	\$5.99 AUD+ 2.6% of the portion funded + fixed fee based on the currency

**c. Commercial Transaction Fees.**

i. We have removed the table in clause 18.4 containing merchant volume discounted rates that could previously be applied for when meeting our qualifying criteria. ii.

The fee for accepting Domestic Commercial Payments with Website Payments Pro – Hosted Solution and API, has been reduced from 2.6% + fixed fee to 1.75% + fixed fee.

iii. The standard fees for receiving Commercial Transactions have not changed.

**d. Fee for Withdrawing USD balance.** A new clause 18.20 now sets a fee of 2.5% for each withdrawal of US Dollars from your PayPal balance to your linked United States bank account.

### **Updated Privacy Policy**

At PayPal, we want it to be easy for you to understand our privacy practices and your privacy choices. That's why we updated and streamlined this information in an updated Privacy Policy to explain the information we collect, how we use it and the choices and controls you have across various PayPal services.

Most of the ways we use and share your information will not change under our updated Privacy Policy. For example, we will continue to keep your information secure, and we will never sell your personal data to third parties. At the same time, we want you to be comfortable with the changes that we have made. We have:

- Compiled our privacy practices for different PayPal services, websites and applications;
- Included more details about important features of our services and when you connect your PayPal account to third-party websites and platforms; and
- Clarified how we may provide you with customized experiences on PayPal properties. We also explain how you can choose to limit the use of your information.

### **Changes to PayPal's Recurring Payments and Billing Agreement**

1. In clause 7 (previously clause 3), we've clarified how currency conversions are completed.
2. In clause 10 (previously clause 5), we've clarified that we will use any available PayPal balance first before your preferred payment method for Automatic Payments.

### **Change to PayPal's Refunded Returns Service General Conditions of Use**

We have updated the General Conditions of Use for the Refunded Returns service to allow you to submit a tracking number as proof that you returned the item to the seller.

### **Changes to the Worldpay Commercial Entity Agreement**

These changes apply to users who have ‘Commercial Entity’ status under clause 9 of the User Agreement. Most users do not have Commercial Entity status. PayPal is not a party to the Commercial Entity Agreements (CEAs).

The following amendments are being made to the Worldpay CEA:

1. A new clause 2 has been introduced containing mainly obligations of Worldpay as the card acquirer. These include:
  - a. More accurately defining PayPal’s and Worldpay’s responsibilities;
  - b. A stipulation that, in the course of remitting funds processed by Worldpay as acquirer, any obligation of Worldpay to do so is subject to any rights of Worldpay under its agreement with PayPal;
  - c. An indemnification from the Commercial Entity in favour of Worldpay for all losses arising from or relating to the payment of funds by Worldpay into a PayPal account in accordance with the CEA; and
  - d. Permission for Worldpay to defer the payment of funds processed in its reasonable discretion to protect itself against certain loss, including that arising from chargebacks, and conferring responsibility on the Commercial Entity for that loss.
2. In clause 3 (formerly clause 2):
  - a. the fifth and sixth bullets regarding credit vouchers and cash disbursements have been deleted;
  - b. Commercial Entities now must comply with the Payment Card Industry SSC Standards if they access cardholder data; and
  - c. Commercial Entities are now required to include their physical location at points of interaction with cardholders so they can determine whether a transaction will be domestic or cross-border.
3. A new clause 5 has been inserted requiring Commercial Entities to disclose to Worldpay such information as it reasonably requires in order to enable it to perform its obligations and/or assess financial and insurance risks and/or assess the Commercial Entity’s compliance with the CEA or card association rules.
4. The governing law of the CEA has been changed to English law and the exclusive jurisdiction set to the courts of England and Wales.

## **Changes to PayPal Legal Agreements**

**Effective date:** 27 July 2017

PayPal is changing some of its Legal Agreements with effect from 27 July 2017. We've created this policy update to help you understand the material changes. By continuing to use our services from 27 July 2017, you are agreeing to the changes. If you decide not to accept the changes, you can notify us before 27 July 2017 to [close your account](#).

Set out below are the material changes to the:

- User Agreement, including the Buyer Protection Policy; and
- Recurring Payments and Billing Agreement.

You can also click on the following links to view the complete terms of each of the revised legal agreements:

- [User Agreement, including the Buyer Protection Policy](#); and
- [Recurring Payments and Billing Agreement](#).

### **Changes to the User Agreement**

We've added the following provisions to clause 10:

“10.7 We'll process Commercial Transactions made online using:

- a. the Payment Method you nominated as your preferred Payment Method in your PayPal account settings; or
- b. an available Payment Method you choose for a particular transaction during checkout.

10.8 We'll process Personal Transactions using an available Payment Method you choose for the transaction.

10.9 Some Payment Methods will not be available in certain circumstances, including:

- a. American Express will not be available as a Payment Method for certain merchants, such as branded airlines and certain travel merchants;
- b. Some Credit Cards may not be available as a Payment Method for certain merchants, such as those in the gambling industry; and
- c. Credit Cards cannot be used to top up your PayPal balance.”

### **Change to the Buyer Protection Policy**



A new subclause (e) in the list of what items are not considered to be “significantly not as described” in clause S11.2 as follows:

“It was listed as used condition and you picked it up in person after examining the item.”

### **Change to the Recurring Payments and Billing Agreement**

Clause 6 has been deleted and replaced with:

#### **“6. Payment Method Selection for PayPal payments**

In most cases, when the merchant requests a payment from your PayPal account, PayPal will attempt to process the payment from an available Payment Method you choose when you establish the Recurring Payment.

If the preferred Payment Method fails (for example, a credit or debit card expires) and your PayPal account cannot complete a transaction in the first instance, it may be used again to try to complete the transaction. If the preferred Payment Method in your PayPal account cannot complete a transaction after repeated attempts, each of the other payment methods available in your PayPal account may be used to try to complete the transaction in the following order: PayPal balance, bank account, debit card then credit card. You will have the ability to disable payment methods for your Recurring Payment, with the exception that if you have one or more credit or debit cards linked to your PayPal account, then at least one of those cards must be enabled for billing.”

### **Changes to PayPal Legal Agreements**

**Effective date:** 29 March 2017

PayPal is changing some of its Legal Agreements with effect from 29 March 2017. We’ve created this policy update to help you understand the material changes. By continuing to use our services from 29 March 2017, you are agreeing to the changes. If you decide not to accept the changes, you can notify us before 29 March 2017 to [close your account](#).

Set out below are the material changes to the:

- User Agreement, including the Buyer Protection Policy and the Seller Protection Policy;
- Combined Financial Services Guide and Product Disclosure Statement;
- Privacy Policy; and
- PayPal’s Refunded Returns Service General Conditions of Use.

You can also click on the following links to view the complete terms of each of the revised legal agreements:

- [User Agreement, including the Buyer Protection Policy and the Seller Protection Policy](#) ;
- [Combined Financial Services Guide and Product Disclosure Statement](#);
- [Privacy Policy](#); and
- [PayPal's Refunded Returns Service General Conditions of Use](#) .

## **Changes to the User Agreement**

The changes to the User Agreement are most relevant to sellers.

1. A new clause 10.15 has been added to require that a refund or reversal of a PayPal payment you receive must be provided to the same sender and into the same PayPal account as the original transaction.
2. In clause 11.5(b), we've clarified that you can only withdraw PayPal balance to your linked bank account if the balance isn't subject to a hold.
3. In clause 11.7, we've clarified that if you hold a PayPal balance in a foreign currency, you may only withdraw that balance (or part thereof) after it has been converted to Australian Dollars, or United States Dollars if the balance is being withdrawn to a linked United States bank account.
4. We've incorporated clause 17 (Reserves and release amounts) into clause 15 (Holds on funds) to simplify the way we set out yours and PayPal's rights and obligations in relation to the ways and reasons we hold funds.
5. Clause 15.9 has been deleted and replaced with a new clause 15.20 as follows:

“We may debit the eBay Reimbursement from your account from your account balance or from any Payment Method linked to your account if you set up your PayPal account as an automatic payment method for your eBay account, in our sole discretion.”

## **Changes to the Seller Protection Policy**

The Seller Protection Policy is contained in Schedule 1 to the User Agreement. There are two changes to the list of exclusions from eligibility under the policy in clause S5.1:

1. Subclause (g) now also excludes Mass Payments, functionality that allows premier and business account holders to send money to multiple recipients simultaneously;
2. Subclause (h) has been separated for clarity and gold bullion added to the exclusions as follows:

**Current subclause (h):** “The item sold is an intangible good, travel tickets, quasi-cash, gift certificate, downloadable or streaming content, licence for digital content or a service.”

### **Revised subclauses (h) and (i):**

- (h) “The payment was not made in exchange for a tangible good;
- (i) The item sold is or includes travel tickets, quasi-cash, gold bullion, a gift certificate, downloadable or streaming content, a licence for digital content or a service;”

### **Changes to the Buyer Protection Policy**

The Buyer Protection Policy is contained in Schedule 1 to the User Agreement. There are three changes to the policy.

1. For clarity, in clause S12.1(c), we’ve excluded Mass Payments, functionality that allows premier and business account holders to send money to multiple recipients simultaneously, from being eligible for protection under the policy.
2. Clause S12.1(h)(vii) has been clarified such that a custom made item considered to be significantly not as described is excluded from protection under the policy whether the item was partly or wholly custom made.
3. In clause S12.1(h)(xi), we added gold bullion to the list of exclusions from protection under the policy.

### **Changes to the Combined Financial Services Guide and Product Disclosure Statement**

1. We’ve added a new clause 12.2 to the Combined Financial Services Guide and Product Disclosure Statement (“CFSGPDS”) as follows:  

“Unless otherwise expressly set out in this PDS, our fees are GST exempt.”
2. We’ve restructured clause 16.3 and subsequent clauses to make our disclosure of key risks of using PayPal in relation to holds on funds, account limitation and account closure clearer and better aligned with equivalent provisions in our User Agreement.
3. In clause 16.5, we’ve simplified the ways in which we may recover amounts you owe to eBay or an eBay buyer if you are a seller.
4. We’ve added the following sentence to clause 18.20:  

“The monthly fee includes GST.”

## **Changes to the Privacy Policy**

1. The section titled “How we protect and store personal information” has been updated to reflect that we will protect your personal information as described in our Privacy Policy even if it is transferred to or stored in a country other than Australia, and/or in facilities operated by our third party service providers.
2. The bullet titled “Service Providers” in the section titled “How we share personal information with other parties” has been replaced with:

“Service Providers: to enable service providers under contract with us to support the development and operation of our business, such as risk and fraud services, bill collection, marketing, customer service and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.”

**Changes to PayPal’s Refunded Returns Service General Conditions of Use** We’ve made the following changes to our Refunded Returns Service General Conditions of Use (“GCOU”):

1. You must lodge your refund request within 150 days of the date you purchased the original item.
2. You’re now eligible for up to eight refunds per calendar year, rather than per anniversary of the date you first activated the service.
3. If you return multiple packages containing items from the same transaction, we will refund your return shipping costs for up to three of the packages.
4. We’ve increased the time limit to submit your refund request from 14 to 30 days from the date you shipped the item back to the seller.
5. We’ve increased the time limit to submit your supporting documents from 7 to 14 days from the date of your request.
6. We’ve clarified the types of documents you need to provide us in order for your request to be processed.

## **Changes to the User Agreement, Combined Financial Services Guide and Product Disclosure Statement, and Privacy Policy.**

**Effective date:** 19 October 2016

PayPal is changing some of its Legal Agreements with effect from 19 October 2016. We've created this policy update to help you understand the changes that are being made. By continuing to use our services from 19 October 2016, you are agreeing to these changes. If you decide not to accept the changes, you can notify us before 19 October 2016 to [close your account](#).

Set out below are the key changes to the:

- User Agreement, including the Buyer Protection Policy;
- Combined Financial Services Guide and Product Disclosure Statement; and
- Privacy Policy

You can also click [here](#) to review the complete terms of the revised User Agreement, [here](#) to review the complete terms of the revised Combined Financial Services Guide and Product Disclosure Statement, and [here](#) to review the complete terms of the revised Privacy Policy.

### **Change to the User Agreement**

We have made one change to the User Agreement. Previously, clause 11.2(c) set out that if you receive funds through PayPal, you must not impose a surcharge or any other fee for accepting PayPal as a payment method.

We have amended clause 11.2(c) in a way that permits you to impose a surcharge or other fee for accepting PayPal as a payment method that does not exceed the amount you pay us for that payment as a percentage of your total price.

For more information on surcharging, read our [FAQ](#).

### **Changes to the Buyer Protection Policy**

The Buyer Protection Policy is contained in Schedule 1 to the User Agreement. In clause S12.1(h), the list of items that are not eligible for protection under the Buyer Protection Policy now includes:

- Businesses (when you buy all or part of a business). This was previously excluded by the Buyer Protection Policy as “sale of business”; and
- Financial products or investments.

## **Changes to the Combined Financial Services Guide and Product Disclosure Statement**

In clauses 18.3 and 18.14 of the Combined Financial Services Guide and Product Disclosure Statement, references to Turkey and the Turkish Lira have been removed as PayPal is no longer operational in Turkey.

In clause 18.8 of the Combined Financial Services Guide and Product Disclosure Statement the Brazilian Commercial Transaction fixed fee is 0.60 BRL.

## **Changes to the Privacy Policy**

We have clarified how we share personal information with other parties. If you have opted in to receiving marketing communications from PayPal, members of our corporate family including PayPal Credit, Venmo, and Braintree may use your personal information for marketing communications. Previously, users had to separately request the services of a PayPal corporate family member before they could receive marketing communications from them.

Your personal information may also be shared with financial institutions that we or members of our corporate family partner with to create, offer and market our products or services to you.

You can always opt-out of receiving any marketing communications from PayPal or any of its corporate family members from your PayPal account.

## **Changes to the User Agreement, Combined Financial Services Guide and Product Disclosure Statement, and Commercial Entity Agreements.**

**Effective date:** 15 July 2016

PayPal is changing some of its Legal Agreements with effect from 15 July 2016. We've created this policy update to help you understand the changes that are being made. By continuing to use of our services from 15 July 2016, you are agreeing to these changes. If you decide not to accept the changes, you can notify us before 15 July 2016 to [close your account](#).

Set out below are the key changes to the:

- User Agreement, including the Buyer Protection Policy;
- Combined Financial Services Guide and Product Disclosure Statement; and
- Commercial Entity Agreements

You can also click [here](#) to review the complete terms of the revised User Agreement, [here](#) to review the complete terms of the revised Combined Financial Services Guide and Product

Disclosure Statement, and [here](#) to review the complete terms of the revised Commercial Entity Agreements.

## **Changes to the User Agreement**

We have amended the User Agreement as follows:

1. In clause 3.7, we have updated the list of eligible entities that may use our services to include businesses that are not incorporated in Australia, but:
  - a. carry on a business in Australia;
  - b. are registered as a foreign corporation in Australia; and
  - c. have either their central management and control in Australia or their voting power controlled by shareholders who live in Australia.
2. We have replaced clause 9.5 with:

“If you are classified as having Commercial Entity status, you are subject to the terms and conditions of the [Commercial Entity Agreements](#).”

We’ve subsequently defined what a “Commercial Entity” is in clause 27.1. 3. We’ve deleted clauses 9.10 through to 9.14, as well as 10.27 and 10.28 because our PayPal POS and Check In functionalities will no longer be available. We’ve also deleted any consequent unnecessary definitions from clause 27.1.

4. Clause 10.2(a) has been amended to reflect that while our Check In functionality will no longer be available, buyers may now use American Express cards to pay through our PayPal Here card reader.
5. In clauses 16.2 and 16.3, we’ve expanded our authority to limit a PayPal account where:
  - a. there is a risk associated with the account holder using services from us or any of our related companies other than their PayPal account; or
  - b. the use of a PayPal account or other service from us or any of our related companies poses a risk to the integrity, security, or reliability of PayPal or its systems.
6. New clauses 17.9 to 17.13 have been added as follows:

“17.9 If you are a seller, we may limit the amount you can withdraw from your PayPal balance to help protect us and our users from the risk of financial or other loss. The amount of your PayPal balance that will be available for withdrawal is called a “release amount”. The remainder will be retained in your PayPal account for up to 21 days.

17.10 We will notify you of the terms of any release amount we apply to your account.

17.11 Your release amount will be determined by information we collect when you create your account, as well as publicly available information and your selling activity. The more you use your account, the more we know about your selling activity. As such, our risk assessment may change and we may increase or decrease your release amount based on that changed assessment. We will notify you if this occurs.

17.12 In the event you do not agree to the terms of a release amount, you may close your account unless otherwise prohibited under this Agreement. However, if your account is closed for any reason, we have the right to hold the amount retained in your PayPal account for up to 180 days.

17.13 You may request an increase to your release amount once every 30 days.”

7. Clause 18.2 has been deleted and replaced with:

“We may close your account if:

- a. You breach this Agreement;
- b. Your continued use of your account poses a risk to the integrity, security or reliability of us or our systems; or
- c. We otherwise determine not to provide our Services to you, acting reasonably.

We will provide you notice if we close your account.”

8. Clause 18.4 sets out the circumstances in which you may not be able to close your account. We’ve added an outstanding balance on any PayPal Working Capital loan you hold as one such circumstance. Consequently, we’ve also introduced a new definition of “PayPal Working Capital” to clause 27.1.

9. We’ve inserted a new clause 19.4 as follows: “You grant us the worldwide right to use and depict your business name, trademarks and logos on our website and in our mobile and web applications for the purpose of identifying your business and its products and services.”

### **Changes to the Buyer Protection Policy**

The Buyer Protection Policy is contained in Schedule 1 to the User Agreement from clause S9.1 onwards. We have changed the eligibility criteria for purchases that can be protected under the policy as follows:



1. In clause S12.1(c), a purchase is eligible if the payment is not a Personal Transaction and is made through:
  - a. The “Checkout with PayPal” button or by otherwise selecting PayPal as part of a seller’s PayPal checkout flow;
  - b. The “Send Money” function and choosing “goods or services” on our website or mobile app, including in response to a request for money; or
  - c. PayPal.Me and choosing “goods or services”.
2. You no longer have to pay the full amount in one payment to be eligible for protection. As such, we’ve deleted clause S12.1(e).
3. We’ve updated the list of items in clause S12.1(h) that are not eligible for protection. That list now reads as follows:
  - a. Vehicles (including cars, motorcycles, caravans, boats and planes); b. Real estate;
  - c. Anything purchased from or an amount paid to a government agency;
  - d. Sale of business;
  - e. Payments on crowdfunding platforms;
  - f. Custom made items considered to be “significantly not as described”;
  - g. Industrial machinery used in manufacturing;
  - h. Activities involving gambling, gaming and/or any other activity with an entry fee and a prize;
  - i. Items prohibited under our Acceptable Use Policy;
  - j. Digital currencies and items that have or are capable of having a stored monetary value attached to them such as gift cards and pre-paid cards; or
  - k. Donations.
4. As a result of the updated list in clause S12.1(h):
  - a. Items listed on Gumtree may now be protected if they are otherwise eligible under the Buyer Protection Policy; and
  - b. Items you collect in person or arrange to be collected on your behalf are now eligible to be claimed as significantly not as described if they are otherwise eligible under the Buyer Protection Policy. However, these items are not eligible to be claimed as not received. Therefore, we’ve inserted the appropriate exclusion in a new clause S10.2.

## **Changes to the Combined Financial Services Guide and Product Disclosure Statement**

We have amended the Combined Financial Services Guide and Product Disclosure Statement as follows:

1. We’ve deleted clauses 5.1 to 5.3 and replaced them with:

“5.1 Our staff and the staff of our Related Bodies Corporate receive a salary plus superannuation where applicable. They may also be eligible for monetary and non-monetary awards or additional incentive payments, including bonuses and shares.

5.2 The way we pay our staff and the amount we pay them varies depending on each individual staff member’s business area and position at PayPal.

5.3 Some staff in the PayPal sales team earn a base salary and variable pay, calculated as a percentage or multiple of their base salary, if they (or their team) meet monthly or quarterly business and service targets (as applicable).”

2. In clause 9, we’ve clarified that the Product Disclosure Statement applies to your Australian PayPal account or if you otherwise use our Services in Australia.

3. We’ve added the following sentence to the last row of the table in clause 10.3, which deals with withdrawing money from your PayPal balance:

“If you have funds in your account that are held in a foreign currency, they’ll be converted to your bank account’s primary currency prior to withdrawal.”

4. In clause 16.3, we’ve expanded our authority to limit a PayPal account where its use poses a risk to the integrity, security, or reliability of PayPal or its systems.

5. A new row to the table in clause 16.3 has been added to provide information about reserves and release amounts as follows:

“If you are a seller, we may:

- Place a reserve on funds held in your account where we reasonably believe there is a higher than acceptable level of risk associated with your account or your use of any of our products or services; or
- Limit the amount you can withdraw from your PayPal balance based on information we collect when you create your account, as well as publicly available information and your selling activity. The amount of your PayPal balance that will be available for withdrawal is called a “release amount”. The remainder will be retained in your PayPal account for up to 21 days. Your release amount may change based on our ongoing assessment of risk.

Reserves and release amounts help protect us and our users from the risk of financial or other loss.

You may request an increase to your release amount once every 30 days.”

6. In clauses 18.2 and 18.3, we’ve deleted the words “in most cases, the sender decides who pays the fee.”

7. We've clarified the fees for receiving PayPal Here payments by replacing clause 18.5 with the following:

“Fees for receiving (selling) with PayPal Here:

Type	Domestic Transactions	Cross-border Transactions
PayPal Here card reader	1.95%	1.95%
Manual card key-in	2.9% + fixed fee	2.9% + fixed fee
Invoice	2.6% + fixed fee	3.6% + fixed fee”

8. We've deleted clause 18.6 because the PayPal POS Functionality will no longer be available.

### **Changes to the Commercial Entity Agreements**

HSBC Bank PLC and National Westminster Bank PLC have changed the entities that hold membership with the card schemes to Global Payments Australia 1 Pty Ltd and Worldpay Pty Ltd and its related entities, respectively. Your Commercial Entity Agreements are being updated to match those changes. There are no changes to the terms and conditions of your Commercial Entity Agreements or the service you receive from PayPal – only the names of the counterparties are changing.

### **Changes to the User Agreement and Combined Financial Services Guide and Product Disclosure Statement.**

Effective date: 1 September 2015

PayPal is changing some of its Legal Agreements with effect from 1 September 2015. We encourage you to review this policy update to familiarise yourself with the changes that are being made. By continuing to use of our services from 1 September 2015, you are agreeing to these changes. Should you decide not to accept the changes, you can notify us before 1 September 2015 to [close your account](#) immediately.

Set out below are the key changes to the:

- User Agreement, including the Seller and Buyer Protection Policies; and
- Combined Financial Services Guide and Product Disclosure Statement.

You can also click [HERE](#) to review the complete terms of the revised User Agreement and [HERE](#) to review the complete terms of the revised Combined Financial Services Guide and Product Disclosure Statement.

## **Changes to the User Agreement**

We have amended the User Agreement as follows:

1. In clause 7.2, we are requiring sellers to provide us in a timely manner with information or documentation we reasonably need to allow us to determine whether there are any risks or will be any risks associated with your account. Such information or documentation includes your most recent financial statements (audited or otherwise), and your merchant processing statements, where applicable.
2. We have replaced clause 7.3 with:  
“You authorise us to disclose Credit Card-related profile and purchase behaviour information to card associations and our acquiring banks for the purpose of eliminating fraud and illicit behaviour.”
3. We have replaced clause 10.2 with: “Some Payment Methods will not be available in certain circumstances, including:
  - American Express will not be available as a Payment Method for certain merchants, such as branded airlines and certain travel merchants, and for Check In transactions.
  - Some Credit Cards may not be available as a Payment Method for certain merchants, such as those in the gambling industry.”
4. Clause 10.6 has been updated to allow us to refuse to process a payment if it is sent to a person or country sanctioned by the United States government.
5. In clause 10.8, we have clarified that normally, if you have a PayPal balance, it will be used first as a means of funding a transaction.
6. We have updated clause 17.2 to read: “We, in our sole discretion, may place a reserve on funds held in your account where you are a seller and we reasonably believe there may be a higher than acceptable level of risk associated with your account or your use of any of our products or services (based on the information available to us at the time of taking the reserve and what in our sole discretion we regard as an acceptable level of risk to us). The reserve helps protect us and our users from the risk of financial or other loss.”
7. We have updated clause 17.8 by adding the words “if we determine that there is a risk associated with your account” to the end of that clause.

## **Change to the Seller Protection Policy**

The Seller Protection Policy is contained in Schedule 1 to the User Agreement. In clause S5.1, we have clarified that the Seller Protection Policy will not apply to a Personal Transaction.

## **Changes to the Buyer Protection Policy**

The Buyer Protection Policy is contained in Schedule 1 to the User Agreement. We have amended it as follows:

1. Clause S12.1(i) contains a list of categories in which purchases may not be eligible for Buyer Protection. We have added “activities involving gambling, gaming and/or any other activity with an entry fee and a prize” to that list.
2. In clause S13.1(b), we have removed the words “or a claim with eBay or any other company with respect to the same transaction.”

## **Changes to the Combined Financial Services Guide and Product Disclosure Statement**

We have amended the Combined Financial Services Guide and Product Disclosure Statement as follows:

1. In clause 14.1, we have clarified the suitability of each of our three account offerings (personal, premier and business).
2. In clause 18.2, we have removed the reference to “Non-Australian bank account” because it no longer applies.
3. We have inserted the following section at the end of clause 18.4:  
“Registered Charities and Not-For-Profit organisations may apply for the following special rates for receiving payments:

Domestic Transactions* <sup>^</sup>	Cross-border Transactions*
1.1% + fixed fee	2.1% + fixed fee

\*Excluding Website Payments Pro - Hosted Solution and API, Virtual Terminal, Payflow and PayPal Here.

<sup>^</sup>If your sender funds your payment entirely or partially by a non-Australian Credit Card you will incur an additional 1% processing fee on the amount funded by that card.”

## **Changes to the User Agreement, Combined Financial Services Guide and Product Disclosure Statement, and other policies**

**Effective date:** 1 July 2015

Please read this document carefully. PayPal will change its Legal Agreements with effect from 1 July 2015. You do not need to do anything to accept the changes as they will automatically come into effect on this date. Should you decide not to accept the changes, you can notify us before 1 July 2015 to [close your account](#) immediately without incurring any additional charges.

Set out below are the key changes to the:

- User Agreement, including the Seller and Buyer Protection Policies;
- Privacy Policy;
- Acceptable Use Policy; and
- Combined Financial Services Guide and Product Disclosure Statement.

### **Changes to the User Agreement**

We have amended the User Agreement as follows:

1. In clauses 12.2 and 12.3, we have clarified that the amounts owing referred to by those clauses include amounts owing to eBay.
2. We have updated and replaced clauses 15.8, 15.9 and 15.10 under the heading “Payments owed to eBay” with:

“15.8 If eBay determines that you are required to reimburse eBay or your buyer, and that determination is consistent with PayPal’s policies and procedures, you authorise us to debit the amount of the reimbursement from your account and to pay that amount to eBay (“**eBay Reimbursement**”). You will not receive a refund for your PayPal fees. We will rely on information we receive from eBay for the amount of the eBay Reimbursement. By accepting this Agreement, you direct us to pay that amount accordingly.

15.9 We will debit the eBay Reimbursement from your account in the following order:

1. From your account balance.
2. If you do not have sufficient balance in your account, from any Payment Method linked to your account if you set up your PayPal account as an automatic payment method for your eBay account.
3. If we cannot debit your Payment Methods, we will place a hold on your account balance and any funds received into it up to the amount of the eBay

Reimbursement. Once the amount of the eBay Reimbursement has been reached, we will debit it from your account and remove the hold. If after approximately 30 days we have not been able to debit the total amount of the eBay Reimbursement, any available balance will be debited from your account.

15.10 If you do not want us to debit a Payment Method for eBay Reimbursements, you can cancel the Billing Agreement from your account profile. Please note, this may affect your ability to sell on eBay. Please contact eBay for more information.”

3. We have clarified clause 20.2 by replacing it with:

“We are exempt from the requirement to: ○ hold professional indemnity insurance; and  
○ put compensation arrangements in place.”

4. Clause 20.7 deals with how we handle your complaints. We have clarified that the time period for notifying you of a delay in handling your complaint is 45 days.

5. Clause 21.3 deals with notices. We have replaced the word “given” with “received” where it appears in that clause.

6. We have updated and replaced clause 22.1 with:

“If you have a dispute with one or more users, you forever release us, our Related Bodies Corporate, employees, agents and directors from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.”

7. We have updated and replaced the definition of “Related Bodies Corporate” to “the meaning under the Corporations Act 2001.”

### Changes to the Seller Protection Policy

The Seller Protection Policy is contained in Schedule 1 to the User Agreement. We have amended it as follows:

1. The table in clause S4.1 sets out the basic eligibility requirements for seller protection and has been simplified as follows:

<b>PayPal Seller Protection applies to Reversals based on:</b>	Unauthorised transactions or an item not received.
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<b>Basic requirements</b>	<ul style="list-style-type: none"> <li>i. The item purchased must be a physical, tangible good (except vehicles);</li> <li>ii. You must respond to our requests for documentation and other information that is reasonably required by PayPal regarding a Reversal filed against you within the timeframe specified; and</li> <li>iii. Your eligibility is not otherwise suspended.</li> </ul>
<b>Additional requirements</b>	<ul style="list-style-type: none"> <li>iv. You receive payment via PayPal from a buyer's PayPal account;</li> <li>v. You provide us with valid Proof of Shipment; and</li> <li>vi. The item is sent to the address we specify on the payment notification or "Transaction Details Page" which can be accessed by logging in to your PayPal account.</li> </ul>

2. We have removed subclause (b) from the list in clause S5.1 to form one list of exclusions from the Seller Protection Policy.

## Changes to the Buyer Protection Policy

The Buyer Protection Policy is contained in Schedule 1 to the User Agreement. We have amended it as follows:

1. We have updated clause S12.1 so that the Buyer Protection Policy can apply to certain intangible items, including travel tickets and services.
2. We have deleted clauses S12.1(i)(f) and S12.2.

## Changes to the Privacy Policy

This notification advises you that PayPal is changing its Privacy Policy, including to reflect the new relationship that PayPal will have with eBay Inc. and its affiliates ("eBay") after the companies are no longer affiliated by common corporate control. Click [HERE](#) to review the complete terms of the updated Privacy Policy in its entirety.

We encourage you to carefully review the updated Privacy Policy and this Policy Update to familiarise yourself with the changes that are being made, including the following:



<b>Binding Corporate Rules</b>	PayPal is committed to adequately protecting your personal information regardless of where the data resides. Following separation from eBay, PayPal will rely on a variety of methods to ensure adequate transfer of information across borders, including contractual mechanisms, and therefore we have removed the section referencing eBay's Binding Corporate Rules.
<b>How We Collect Information About You</b>	<p>As users increasingly access PayPal Services through mobile devices, we also added language highlighting the collection of information from mobile devices, including device identifiers and location information.</p> <p>This section was also updated explaining how PayPal may collect information about users from other sources, such as other accounts PayPal believes are controlled by a user.</p>
<b>How We Use Cookies</b>	This section was updated, including removing language specific to California's Do Not Track regulations (as such language is not applicable to Australian users).
<b>How We Use The Personal Information we Collect</b>	This section has been updated and highlights the purposes for which we use personal information, including for identity verification purposes, the performance and customisation of PayPal Services, and our reasons and methods for contacting you.
<b>How We Share Information with Other PayPal Users</b>	Changes have been made to this section explaining how personal information may be shared with other users of PayPal Services during transactions, disputed transactions or when linking a PayPal merchant's loyalty or gift card to a user account.
<b>How We Share Information with Other Third Parties</b>	<p>This section was modified reflecting, among other things, the changing nature of the relationship between PayPal and eBay. Both parties will be separate entities, but would like to continue to provide users with the experiences they have come to expect. The changes to this section reflect PayPal's sharing of account information with eBay and other third parties for purposes of fraud prevention and risk management, customer service, shipping and legal compliance.</p> <p>As has always been the case, third parties will not be able to use this information for their marketing purposes without a user's express consent.</p>

In addition, we have amended the Privacy Policy as follows:

1. We have clarified that if you open a PayPal account or use PayPal services, we may collect your driver licence number and passport number.

2. We have clarified that the time period for notifying you of a delay in handling your complaint is 45 days.

## Changes to the Acceptable Use Policy

We have amended the Acceptable Use Policy as follows:

1. We have updated the Prohibited Activities by:
  - a. adding cigarettes and stolen goods including digital and virtual goods to clause 2;
  - b. deleting the reference to “real property” in clause 3(c);
  - c. adding the following activities in clause 3:
    - i. “offering or receiving payments for the purpose of bribery or corruption”; and
    - ii. “credit transactions or insurance activities”; and
  - d. deleting clauses 5 and 6, which related to sales of tobacco and prescription drugs, and providing gaming services.
2. We have replaced the table under the heading “Activities Requiring Approval” with the following:

Service Requiring Pre-Approval	Contact Information
Airlines and scheduled or non-scheduled charters/jets/air taxi operators; collecting donations	Please send contact information, business website URL and a brief
as a charity or non-profit organisation; dealing in jewels, precious metals and stones; acting as a money transmitter or selling stored value cards; selling stocks, bonds, securities, options, futures (forex) or an investment interest in any entity or property; or providing escrow services.	business summary to <a href="mailto:compliance@paypal.com">compliance@paypal.com</a>
Providing file sharing services or access to newsgroups; or selling alcoholic beverages, noncigarette tobacco products, e-cigarettes or prescription drugs/devices.	Please send contact information, business website URL and brief business summary to <a href="mailto:aup@paypal.com">aup@paypal.com</a>

<p>Activities involving 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, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes, if the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.</p>	<p>Please send contact information, business website URL and brief business summary to <a href="mailto:aup@paypal.com">aup@paypal.com</a></p>
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3. We have removed the section titled “Transactions on eBay”.

## **Changes to the Combined Financial Services Guide and Product Disclosure Statement**

We have amended the Combined Financial Services Guide and Product Disclosure Statement as follows, Click [HERE](#) to review the complete terms of the updated Privacy Policy in its entirety.

1. We have replaced clause 5.4 with the following:

“If a customer is referred to us, we may:

- pay the referrer a fee calculated as a percentage of the total payment volume generated by the customer; or
- provide the referrer monetary or non-monetary incentives based on various measures. Non-monetary incentives may include entertainment vouchers or other benefits that we choose to offer from time to time.

2. We have updated clause 6.1 to read “PayPal is part of the PayPal Holdings Inc. group of companies.”
3. We have clarified clause 7.2 by replacing it with:

“We are exempt from the requirement to:

- hold professional indemnity insurance; and
- put compensation arrangements in place.”

4. In clause 16.2, we have clarified that the amounts owing referred to by that clause includes amounts owing to eBay.
5. We have updated and replaced clause 16.5 with:

<p>Reimbursements to eBay for your buyer, and procedures, you reimbursement from protection policy</p>	<p>If eBay determines that you are required to reimburse eBay or and that determination is consistent with PayPal’s policies authorise us to debit the amount determinations under of the your account and to pay those an eBay buyer amounts to eBay (“<b>eBay Reimbursement</b>”). You will not receive a refund for your PayPal fees.</p>
<p>Debit process for eBay Reimbursement</p>	<ul style="list-style-type: none"> <li>○ We will rely on information we receive from eBay for the amount of an eBay Reimbursement.</li> <li>○ You agree and authorise us to debit eBay Reimbursements from your account in the following order: <ul style="list-style-type: none"> <li>1. From your account balance.</li> <li>2. If your balance is not sufficient to fund the entire reimbursement, and you have set up PayPal as an automatic payment method for your eBay account, we will fund the reimbursement from your linked Payment Method.</li> <li>3. If we cannot debit your Payment Methods, we will place a hold on your account balance and any funds received into it up to the amount of the eBay Reimbursement. Once the amount of the eBay Reimbursement has been reached, we will debit it from your account and remove the hold. If after approximately 30 days we have not been able to debit the total amount of the eBay Reimbursement, any available balance will be debited from your account.</li> </ul> </li> <li>○ If you do not want to us to debit a Payment Method for eBay Reimbursements, you can cancel the Billing Agreement from your PayPal account profile. Please note, this may affect your ability to sell on eBay. Please contact eBay for more information.</li> </ul>

6. In clause 18.3, we have changed the cross-border Personal Transaction fee for Brazil where the transaction is entirely or partially funded by Credit Card from 7.4% + fixed fee to 5.99% + fixed fee.

# Changes to the User Agreement, Combined Financial Services Guide and Product Disclosure Statement and the Privacy Policy

**Effective date:** 12 February 2015

Set out below are the key changes to the User Agreement, the Combined Financial Services Guide and Product Disclosure Statement and the Privacy Policy.

## Changes to the User Agreement

We have changed clause S5.1(b)(iii) of the Seller Protection Policy in our User Agreement to clarify that the PayPal Seller Protection Policy does not apply to a transaction if the item is delivered in person or picked up in person.

## Changes to the Combined Financial Services Guide and Product Disclosure Statement

The Combined Financial Services Guide and Product Disclosure Statement is amended as follows:

1. We have changed the standard rate for commercial transactions and inserted a new tier of pricing for sellers whose monthly sales volume is between \$2,500.01 and \$5,000.00 in clause 18.4 as follows:

Rate type	Monthly sales volume	Domestic Transactions*^	Cross-border Transactions*	Website Payments Pro – Hosted Solution and API - Domestic Transactions^	Website Payments Pro – Hosted Solution or API – Crossborder Transactions	Virtual Terminal – Domestic Transactions^	Virt Cro bor
%		Standard	2.6% +	fixed	3.6% + 0.1% fee	3.6% + 0.1% fee	4.2% + 0.1% fee
% rate fee	-		fee	fee	fee	fee	fee
Merchant rates	\$2,500.01 - \$5,000.00	2.2% + fixed fee	3.2% + fixed fee	2.2% + fixed fee	3.2% + fixed fee	3.2% + fixed fee	4.2% + fixed fee

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<b>Rate type</b>	<b>Monthly sales volume</b>	<b>Domestic Transactions*^</b>	<b>Cross-border Transactions*</b>	<b>Website Payments Pro – Hosted Solution and API - Domestic Transactions^</b>	<b>Website Payments Pro – Hosted Solution or API – Crossborder Transactions</b>	<b>Virtual Terminal – Domestic Transactions^</b>	<b>V T C T</b>
Merchant rates	\$150,000.01 and over	1.1% + fixed fee	2.1% + fixed fee	1.5% + fixed fee	<u>2.5% + fixed fee</u>	2.5% + fixed fee	3 fe

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3. We have changed the rate for cross-border transactions for sellers using Website Payments Pro – Hosted Solution or API and whose monthly sales volume is \$150,000.01 and over in clause 18.4 as underlined below:

4.

5. We have changed the rate for receiving (selling) Domestic Transactions with PayPal Here via invoice in clause 18.5 as follows:

Invoice	2.6% + fixed fee
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7. We have updated examples 1, 2, 5 and 6 in clause 19 to reflect the changes to the rates for commercial transactions.

### **Changes to the Privacy Policy**

The Privacy Policy is amended as follows:

1. We have inserted the following bullet points under the heading 'How we use the personal information we collect':

“We may use your personal information to:

- manage our risks and help identify and investigate illegal activity, such as fraud; and
- design products and services.”

2. We have replaced the bullet point on credit bureaus under the heading 'How we share personal information with other parties' with:

“Credit reporting bodies and collection agencies to report account information, as permitted by law. To request a credit report or other information about you from a credit reporting body, we will provide information to the credit reporting body that identifies you. PayPal discloses information to Veda Advantage, Dun and Bradstreet and Experian whose privacy policies and contact details are available on their website.”

### **Changes to the User Agreement, Combined Financial Services Guide and other policies**

**Effective date:** 18 November 2014

Set out below are the key changes to the:

1. Combined Financial Services Guide and Product Disclosure Statement
2. User Agreement

## Changes to the Combined Financial Services Guide and Product Disclosure Statement

The Combined Financial Services Guide and Product Disclosure Statement is amended as follows:

1. We've inserted references in the table in clause 18.4 under the heading "Receiving (selling) fees" to clarify that:
  - a. the standard rate applies to sales on the Gumtree website; and
  - b. the monthly sales volume excludes sales on the Gumtree website.
2. We have updated and replaced the heading before clause 18.15 with "Mass Payments and Payouts".
3. We have updated and replaced the first paragraph in clause 18.15 with the following:

"18.15 Mass Payments and Payouts allow you to send payments to multiple recipients at once. The fee for Mass Payments and Payouts is 2% of the total payment amount."
4. We have removed the definition of "Mass Payments".

## Changes to the User Agreement

The User Agreement is amended as follows:

1. We have inserted a new clause 7.2.e:

"7.2.e. Review the relevant PayPal Buyer Protection Policies (available here) in which your target buyers are based, as these policies will apply to you if you sell to buyers in other countries."
2. We have removed the first paragraph in S3.1.
3. We have updated and replaced S4.1 with the following:

"S4.1 You must meet all the relevant basic and additional requirements to be eligible for PayPal Seller Protection:"

	<b>Payments via eBay and outside of eBay (excluding Gumtree)</b>	<b>Payments via Gumtree</b>
<b>PayPal Seller Protection applies Unauthorised to on:</b>	Unauthorised transactions or an item <b>Reversals based</b> received.	not transactions.



<b>Basic requirements</b>	<ul style="list-style-type: none"> <li>i. The item purchased must be a physical, tangible good (except vehicles);</li> <li>ii. You must respond to our requests for documentation and other information that is reasonably required by PayPal regarding a Reversal filed against you within the timeframe specified; and</li> <li>iii. Your eligibility is not otherwise suspended.</li> </ul>	
<b>Additional requirements</b>	<ul style="list-style-type: none"> <li>iv. You receive payment via PayPal from a buyer's PayPal account;</li> <li>v. You provide us with valid Proof of Shipment; and</li> <li>vi. The item is sent to the address we specify on the payment notification or "Transaction Details Page" which can be accessed by logging in to your PayPal account.</li> </ul>	<p>You receive a payment via PayPal through Gumtree from a buyer's PayPal account.</p>

4. We have updated and replaced S5.1 with the following:

“S5.1 The PayPal Seller Protection Policy will not apply to a transaction if:

- a. More than one payment is received for a single transaction;
- b. For payments via eBay and outside of eBay (excluding Gumtree):
  - i. You combine items purchased through separate PayPal payments into a single shipment;
  - ii. You do not provide Proof of Shipment or respond to our requests for information in a timely manner;
  - iii. The item is hand delivered;
  - iv. The item is shipped to an address not listed on the “Transaction Details Page”; or
  - v. Payment is made through guest checkout outside of eBay, PayPal Here, Email Payments and direct Credit Card payments through PayPal (including Virtual Terminal and Website Payments Pro – Hosted Solution or API)
- c. The item sold is an intangible good, travel tickets, quasi-cash, gift certificate, downloadable or streaming content, licence for digital content or a service;
- d. The item is a vehicle (including cars, motorcycles, caravans, boats and planes);
- e. The buyer claims the item is significantly not as described;
- f. You have not complied with the terms of this Agreement, any PayPal policy or any specific directions provided by us; or

- g. The buyer files a claim through a buyer protection policy other than the PayPal Buyer Protection Policy.”
5. We have updated and replaced S12.1.i. with the following:

“S12.1.i. Your purchase is not for:

  - a. Vehicles (including cars, motorcycles, caravans, boats and planes);
  - Real estate;
  - b. Custom made items considered to be “significantly not as described”;
  - c. Industrial machinery used in manufacturing;
  - d. Items prohibited under our Acceptable Use Policy;
  - e. eBay Items that breach or eBay's "Prohibited and Restricted Items and Services" policy (which will prevail in the event of any inconsistency with this policy);
  - f. Items you collect in person or arrange to be collected on your behalf; or
  - g. Quasi-cash items such as gift cards, pre-paid cards or deal vouchers;
  - h. Items listed on Gumtree.”
6. We have updated and replaced S12.1.j. with the following:

“S12.1.j. You file a dispute in the PayPal Resolution Centre within 180 calendar days of the transaction and, in the event that the dispute remains unresolved, escalate the dispute to a claim within 20 calendar days of the date you filed the dispute;”
7. We have updated and replaced S14.1 with the following:

“S14.1 If you purchase an item using our Services where the item is not received or is “significantly not as described,” you may file a dispute in the Resolution Centre within 180 calendar days of the date of the transaction.”
8. We have updated and replaced S16.1 with the following:

“S16.1 Credit Card Chargeback rights, if applicable, may be broader than the PayPal Buyer Protection Policy. Chargeback rights are not limited to specific amounts per transaction and may cover intangible items.”

## **Changes to the User Agreement, Combined Financial Services Guide and other policies**

**Effective date:** 24 September 2014

Set out below are the key changes to the:

1. Recurring Payments and Billing Agreement
2. Privacy Policy
3. Combined Financial Services Guide and Product Disclosure Statement
4. User Agreement

### **Changes to the Recurring Payments and Billing Agreement**

We've updated and restructured the Recurring Payments and Billing Agreement. To view it, click [here](#).

### **Changes to the Privacy Policy**

The Privacy Policy is amended as follows:

1. We have inserted the following sentence at the end of the first paragraph under the heading "How we collect information about you":

"We may also obtain information about you from third parties such as credit reporting bodies bureaus and identity verification services. If you open a premier or business account or apply for products and services offered to premier and business accounts, we may collect your commercial credit information from a credit reporting body."

2. We have replaced the last bullet point with the following under the heading "How we use the personal information we collect":

"confirm your identity for the purposes of the Anti-Money Laundering and CounterTerrorism Act and assess applications or creditworthiness for premier or business accounts or products and services offered to premier or business accounts with third parties."

3. We have updated and replaced the bullet point on credit bureaus under the heading "How we share personal information with other parties" with:

"Credit reporting bodies and collection agencies to report account information, as permitted by law. To request a credit report, we will provide information to the credit reporting body that identifies you. PayPal discloses information to Veda Advantage whose privacy policy and contact details are available from [www.veda.com.au](http://www.veda.com.au)."

4. We have replaced the first paragraph under the heading "How you can access or change your personal information" with the following paragraph:

"You can review and edit your personal information at any time by logging in to your account and reviewing your account settings and profile, or contacting us directly. In certain circumstances where we refuse to give you access or correct your information, we will write to you and explain our reasons."

5. We have inserted the following paragraph under the heading "Handling your complaints":

"If you are not satisfied with the outcome of your complaint, you may contact the Financial Ombudsman Service for most complaints about your credit information. Alternatively, you may contact the Office of the Australian Information Commissioner."

### **Changes to the Combined Financial Services Guide and Product Disclosure Statement**

The Combined Financial Services Guide and Product Disclosure Statement is amended as follows. To view it, click [here](#).

1. We have removed the row with the heading “Your liability for received payments that are reversed” under clause 16.1.
2. We have inserted a new clause 16.2 and amended the numbering of the clauses that follow:

“16.2 **Recovering owed funds:** There is a risk you may not receive your payment where you owe us or our Related Bodies Corporate funds.

Recovering owed funds	<p>When you receive a payment through our Services, usually we have not yet received payment in full from the buyer. From the time that you receive the payment, you will owe us an amount equivalent to the amount of the transaction (including any applicable fees imposed on us), and that liability will be cancelled only when we receive irrevocable payment in full. Events that could lead to us not receiving payment in full include:</p> <ul style="list-style-type: none"><li>• The funds received being later invalidated for any reason;</li><li>• The funds received being subject to a Chargeback;</li><li>• A Reversal occurring;</li><li>• Our determination under the PayPal Buyer Protection Policy or Payment Review that the funds received should be returned or reversed; or</li><li>• You having received payment from a PayPal account holder in another country and we determine under the PayPal Buyer Protection Policy of that country that the funds received should be returned or reversed.</li></ul> <p>If you owe us or our Related Bodies Corporate any amounts you agree to allow us to recover these amounts by debiting your account promptly if we reasonably believe that we will not receive payment in full for any reason.</p> <p>If there are insufficient funds in your account balance to cover any money you owe us or our Related Bodies Corporate, these amounts become immediately due and payable. You authorise us to satisfy any monetary</p>
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	<p>liability you owe us or our Related Bodies Corporate and which is notified to you by:</p> <ul style="list-style-type: none"> <li>• Debiting your account at a later date;</li> <li>• Debiting your selected Payment Method;</li> <li>• Setting off the credit balance of any account you have with us or any monetary liability we owe you in and towards satisfaction of your monetary liability to us; or</li> <li>• Any other legal means.</li> </ul>
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3. We have removed the row with the heading “Recovering owed funds” under new clause 16.6.
4. We have updated the first row of the table under clause 16.3 to the following:

Linked or associated accounts	We may limit your account if it is linked or associated with another account (including any PayPal or other account that you hold with a member of the eBay Inc corporate family) which has been limited or is not in good standing.
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- 5.

### **Changes to the User Agreement**

The User Agreement is amended as follows:

1. We have inserted a new clause 9.1 and amended the numbering of the clauses that follow:

“9.1 By applying for and holding a premier or business account as a commercial user, you acknowledge that PayPal’s provision of immediately available value in most cases when a payment is made by a buyer is a provision of commercial credit as PayPal may not immediately receive value from the buyer. You understand that any payments may be subject to a Reversal and that (until full payment is received from the buyer) you can be called on to repay that value. You agree that applying for a premier or business account as a commercial user is applying for commercial credit to be provided to you and you agree that PayPal may seek a commercial credit report about you, including from Veda Advantage whose privacy policy and contact details are available from [www.veda.com.au](http://www.veda.com.au).”

2. We have replaced the following paragraph to new clause 9.3:

“PayPal, at its sole discretion, reserves the right to periodically retrieve and review a commercial credit report for any account and reserves the right to close an account based on information obtained during this credit review process. If you hold a premier or business account, for each day that you owe us any amount under clause 12, you are taken to apply for us to give you that financial accommodation. Usually we will not

obtain a credit report in considering that application unless we believe that there has been some change in your business operations.”

3. We have updated and replaced clause 12 with the following:

“12.1 When you receive a payment through our Services, usually we have not yet received payment in full from the buyer. From the time that you receive the payment, you will owe us for the amount of the transaction (including any applicable fees imposed on us), and that liability will be cancelled only when we receive irrevocable payment in full. Events that could lead to us not receiving payment in full include:

- a. The funds received being later invalidated for any reason;
- b. The funds received being subject to a Chargeback;
- c. A Reversal occurring;
- d. Our determination under the PayPal Buyer Protection Policy or Payment Review that the funds received should be returned or reversed; or
- e. You having received payment from a PayPal account holder in another country and we determine under the PayPal Buyer Protection Policy of that country that the funds received should be returned or reversed.

12.2 If you owe us or our Related Bodies Corporate any amounts you agree to allow us to recover these amounts by debiting your account promptly after we form a conclusion on reasonable grounds that we will not receive payment in full for any reason.

12.3 If there are insufficient funds in your account to cover any money you owe us or our Related Bodies Corporate, these amounts become immediately due and payable. You authorise us to satisfy any monetary liability you owe us or our Related Bodies Corporate notified to you by:

- f. Debiting your account at a later date;
- g. Debiting your selected Payment Method;
- h. Setting off the credit balance of any account you have with us or any monetary liability we owe you in and towards satisfaction of your monetary liability to us; or
- i. Any other legal means.”

4. We have updated and replaced clause 16.3 with the following:

“16.3 We may limit access to sending, receiving or withdrawing funds from your account if it is linked or associated with another account (including any PayPal or other account that you hold with our Related Bodies Corporate) which has been limited or is not in good standing. We may determine your account is linked or associated with another account by comparing information such as names, email addresses or IP addresses.”

5. We have updated and replaced the definition of “Related Bodies Corporate” to mean “A member of the eBay Inc corporate family”.

## Changes to the User Agreement, Combined Financial Services Guide and other policies

**Effective date:** 20 May 2014

Set out below are the key changes to the:

1. User Agreement
2. Combined Financial Services Guide and Product Disclosure Statement
3. Privacy Policy
4. Recurring Payments and Billing Agreement
5. PayPal Here Terms and Conditions

### Changes to the User Agreement

The User Agreement is amended as follows:

1. In clause 4.3 under the table heading “Counterfeit item claims” we have deleted the wording in the second column and replaced it with:

COUNTERFEIT ITEM CLAIMS	If you file a claim about a counterfeit item you may be required to obtain documentation from a qualified third party to substantiate your claim.	It is against the law to possess or sell a counterfeit item.
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2. In clause 4.4 under the heading “Items may not be returned” we have deleted the wording in the second column and replaced it with:

ITEMS MAY NOT BE RETURNED	If your buyer files a claim about a counterfeit item they may be required to obtain documentation from a qualified third party to substantiate their claim. The payment may be reversed.	It is against the law to sell a counterfeit item.
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3. We have inserted a new clause 9.2 and amended the numbering of the clauses that follow:

“9.2 PayPal, at its sole discretion, reserves the right to periodically retrieve and review a business and/or consumer credit report for any account and reserves the right to close an account based on information obtained during this credit review process.”

4. We have deleted clause 9.10.a and replaced it with:

“9.10 Your use of the PayPal POS Functionality is dependent on you:

- a. Integrating your point of sale terminal to PayPal at your own cost;”

5. We have inserted a new clause 9.14:

## **“Log In with PayPal**

9.14 If you offer Log In with PayPal, you must comply with any applicable terms when this functionality is made available to you, and any specifications in any integration manual or guideline. PayPal does not guarantee or otherwise represent the identity of any user of Log In with PayPal. PayPal will not share with you the personal and other account information of the user held by PayPal unless the user has consented to our disclosure of that information to you.”

6. We have deleted clauses 10.13 and 10.22.
7. We have inserted new clauses 10.29 to 10.38:

## **“Check In**

10.29 Check In allows you to make payments using the check-in function in the PayPal mobile application to pay with PayPal based on the sender’s proximity to the recipient’s location.

10.30 When you Check In to pay a merchant, you authorise that merchant to take payment from your account. You may cancel the authorisation by Checking Out before the payment has been processed. We may restrict the total amount that merchant can take within a specific period at our discretion.

## **Loyalty Cards**

10.31 You may store your merchant loyalty card numbers in your PayPal account for participating merchants. When you store your loyalty card numbers in your PayPal account, you will earn any rewards automatically at the time you make your payment to the merchant, without being required to present the loyalty card.

10.32 It is your responsibility to ensure that you have entered in your loyalty card information correctly and that you update it as necessary. It is also your responsibility to ensure that you are receiving the rewards to which you are entitled.

10.33 A merchant may also request your permission to add and manage their loyalty card in your PayPal wallet.

10.34 PayPal is not responsible for managing your loyalty cards and any questions about your loyalty card or associated rewards program should be directed to the merchant that offers the card.

10.35 PayPal is not liable to you in the event of a technical failure to deliver the loyalty card details to merchants. Loyalty card benefits may not be available when network connectivity between the merchant and PayPal is unavailable.



## Special Offers

10.36 You may receive promotional offers from PayPal such as vouchers and other deals (together “Offers”) that can be applied to purchases you make at participating stores and websites using your PayPal account.

10.37 To redeem an Offer, you must first save it to your PayPal account. Some Offers are saved automatically. The Offer applies to your next eligible purchase made through your PayPal account at the offering merchant, unless you mark the Offer for later use. Some Offers may apply to in-store checkout transactions, while other may be used solely for online transactions.

10.38 Offer terms apply to refunds for items purchased using the Offer. The refunded amount may go back to the Offer, your Payment Method for the transaction, your PayPal Balance or a combination of the above. If you redeem an Offer with a discount and you seek a refund, you will receive the refund minus the discount value. Refunds are also subject to the merchant’s refund policy and applicable law.

10.39 Offers may be subject to terms provided with the Offer. PayPal is not liable to you in the event of a technical failure to deliver the Offer details to the merchant or if you fail to use any Offer prior to expiration. PayPal is not responsible for Offer terms.”

8. We have inserted a new clause 12.1.e:

“12.1 When you receive a payment through our Services and the transaction is not eligible for the PayPal Seller Protection Policy, you will owe us for the amount of the transaction (including any applicable fees imposed on us) if:

- e. You have received payment from a PayPal account holder in another country and we determine under the PayPal Buyer Protection Policy of that country that the funds received should be returned or reversed.”
9. We have inserted a new clause 16.4.v and amended the numbering of the clauses that follow:

“16.4 The following is a non-exhaustive list of events which may lead to your account being limited:

- v. Failure to provide us with further information about you or your business activities that we may reasonably request; and/or”.
10. We have replaced clause 16.8 with the following:

“16.8 If we reasonably believe a risk still exists, we may take various actions to protect PayPal, eBay, our users, a third party, or you from Reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability. The actions we may take include but are not limited to the following:

- v. Return funds to the sender and restore access to your account;
- w. Continue to limit your account access to protect us against the risk of Reversals, legal and/or regulatory risk or because we may be prohibited by law from releasing funds or unrestricting your account;
- x. Close your account by giving you notice and returning any funds held in your balance to you minus funds in dispute. If you are later determined to be entitled to funds in dispute we will return those funds to you; or
- y. Refuse to provide our Services to you in the future.”

11. We have replaced clause 24 with the following:

“24.1 Subject to clause 23 and except where liable by operation of a Consumer Guarantee:

- . We and our Related Bodies Corporate will not be liable to you for any Consequential Loss or for loss or damage of any kind resulting from or in connection with negligence or breach of a term, condition or warranty that may otherwise be implied into this Agreement, including any such loss arising out of or in connection with our website, our Services or this Agreement; and
- a. To the extent that liability is not excluded by clause 24.1(a), in no event will PayPal’s liability for a claim arising out of this Agreement or our Services (when aggregated with PayPal’s liability for all other claims arising out of this Agreement and our Service) exceed the net fees and charges paid by you to us during the six (6) months immediately preceding the date on which the claim arises.

24.2 To the extent permitted by law, our liability to you in respect of any breach of or failure to comply with any Consumer Guarantee is limited, at our option:

- b. In the case of goods, to their replacement, the supply of equivalent goods, their repair, or payment of the cost of doing any of those things.
- c. In the case of services, to resupplying the services or payment of the cost of their re supply.”

12. We have inserted the following new definitions:

<b>Consequential Loss</b>	Any loss, damage or costs incurred by you that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.
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<b>Consumer Guarantee</b>	A right or guarantee you may have under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (and any equivalent State or Territory legislation) or other rights in relation to the supply of goods or services (such as terms implied into a contract by the Australian Securities and Investments Commission Act 2001 (Cth) or any equivalent State or Territory legislation) that cannot lawfully be excluded.
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13. We have replaced clause S2.2 of the PayPal Seller and Buyer Protection Policies with the following:

“S2.2 If you lose a “significantly not as described” claim because the item is counterfeit, you will not receive the item back in this instance.”

14. We have replaced clause S5.1.k of the PayPal Seller and Buyer Protection Policies with the following:

“S5.1 The PayPal Seller Protection Policy will not apply to a transaction if:

k. Payment is made through guest checkout outside of eBay, PayPal Here, Email Payments and direct Credit Card payments through PayPal (including Virtual Terminal and Website Payments Pro – Hosted Solution or API).”

15. We have deleted clauses S15.3 and S15.4 of the PayPal Buyer Protection Policy and replaced it with the following:

“S15.3 If you file a “significantly not as described” claim including counterfeit item claims, we may require you to obtain documentation from a qualified third party to substantiate your claim at your expense.

S15.4 If you file a “significantly not as described” claim, we may require you to ship the item at your expense to the seller, to us or to a third party designated by us.”

## Changes to the Combined Financial Services Guide and Product Disclosure Statement

The Combined Financial Services Guide and Product Disclosure Statement is amended as follows, click [here](#) to view it:

1. We have replaced clauses 18.5 and 18.6 with the following:

“18.5 Fees for receiving (selling) Domestic Transactions with PayPal Here:

PayPal Here Chip & PIN card reader	1.95%
PayPal check-in	1.95%

Manual key-in	2.9% + fixed fee
Invoice	2.4% + fixed fee
PayPal Here swiper*	2.4% + fixed fee

\*The PayPal Here triangular swiper ceased availability in 2012.

### **PayPal POS Functionality**

18.6 If you are approved for PayPal POS Functionality as set out in our User Agreement you will pay:

Fees for receiving (selling) Domestic Transactions with PayPal POS Functionality\*:  
1.95%

\*If your sender funds your payment entirely or partially by a non-Australian Credit Card or non-Australian PayPal account you will incur an additional 1% processing fee on the amount funded by that card."

### **Changes to the Privacy Policy**

The Privacy Policy is amended as follows:

1. We have inserted the following sentence at the end of the first paragraph under the heading "How we collect information about you":

"If we allow you to link your loyalty card to your PayPal account in our mobile app, we may require you to provide to us your loyalty card number."

2. We have replaced the paragraphs under the heading "How we use Cookies" with the following:

"When you access our website or use PayPal Services, we (including companies we work with) may place small data files on your computer or other device. These data files may be cookies, pixel tags, "Flash cookies," or other local storage provided by your browser or associated applications (collectively "Cookies"). We use these technologies to recognise you as a customer; customise PayPal Services, content, and advertising; measure promotional effectiveness; help ensure that your account security is not compromised; mitigate risk and prevent fraud; and to promote trust and safety across our sites and PayPal Services.

You are free to decline our Cookies if your browser or browser add-on permits, unless our Cookies are required to prevent fraud or ensure the security of websites we control. However, declining our Cookies may interfere with your use of our website and PayPal Services.

Do Not Track (DNT) is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties. We do not currently respond to DNT signals. We do, however, provide you notice of the tracking by advertisers and other third parties in our Privacy and Cookies policies.

For more detailed information on our use of these technologies, please see our policy on [Cookies, Web Beacons, and Similar Technologies](#).”

3. We have inserted the following sentence to the last paragraph under the heading “How we use the personal information we collect”:

“If all or some of your personal information is not collected, we may be unable to provide you with PayPal Services or a customised experience.”

4. We have inserted the following bullet point under the heading “How we use the personal information we collect”:

“We may use your personal information to:

- verify your identity with third parties for the purposes of the Anti-Money Laundering and Counter-Terrorism Act, including credit reporting agencies such as Veda.”

5. We have inserted the following paragraph under the heading “How we share personal information with other parties”:

“If you link your loyalty card to your PayPal account in our mobile app, we may share your loyalty card number with the relevant merchant when you pay that merchant using PayPal. If you remove your loyalty card from your account, we will stop sharing this information.”

## **Changes to the Recurring Payments and Billing Agreement**

The Recurring Payments and Billing Agreement is amended as follows:

1. We have inserted a new clause 5 and amended the numbering of the clauses that follow:

“In some cases, third party merchants may hold a small payment to verify your PayPal account. The hold is usually released within 3 to 5 days.”

2. We have inserted the following paragraph under the heading “Payment Method Selection”:

“In some cases, where you do not have the option to select a preferred Payment Method, your default payment method (your PayPal balance, linked bank account, debit card or credit card, in that order) will be used for the Recurring Payment.”

3. We have inserted the following sentence under the heading “Cancelling Recurring Payments”:

“To cancel a Future Payment, log in to your account, go to “Profile” then click “My settings” and “Change” beside “Log in with PayPal”.”

### **Changes to the PayPal Here Terms and Conditions**

We’ve replaced the PayPal Here Terms and Conditions to coincide with the introduction of a new Chip and Pin card reader from 20 May 2014. This will replace the triangular swiper. To view the new PayPal Here terms and conditions, click [here](#).

### **Changes to the User Agreement, Combined Financial Services Guide and other policies**

**Effective date:** 25 February 2014

Set out below are the key changes to the:

1. User Agreement
2. Combined Financial Services Guide and Product Disclosure Statement
3. Electronic Fund Transfer Rights and Error Resolution

### **Changes to the User Agreement**

The User Agreement is amended as follows:

1. We have deleted clause 10.16 and replaced it with the following clauses:

“10.16 If a Personal Transaction payment is refunded, both the payment and the corresponding portion of applicable fees will be refunded. If you return funds through the “Send Money” tab, this will not be considered a refund and transaction fees will not be refunded.

10.17 If you issue a full refund of the Commercial Transaction payment, we will retain the full fixed fee portion of the Commercial Transactions fee.

10.18 If you issue a partial refund of the Commercial Transaction payment, we will retain the pro-rata share of the fixed fee portion of the Commercial Transaction fee.”

2. We have inserted the following definitions in clause 27:

<b>Commercial Transaction</b>	Buying or selling goods or services. This includes payments received when you “Request Money” using our services.
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<b>Personal Transaction</b>	Sending (using “Send Money”) and receiving money without making a purchase, i.e. the payment is not for goods or services.
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### **Changes to the Combined Financial Services Guide and Product Disclosure Statement**

The Combined Financial Services Guide and Product Disclosure Statement is amended as follows, to view it, click [here](#):

1. Under clause 14.1 under the heading “Premier account”, we have removed “who do not have an Australian Business Number (ABN)”.
2. We have deleted clause 16.3 and replaced it with the following:

“16.3 **Unavailability of our Services:** Whilst we make every attempt to ensure our Services are available at all times, it is possible they may be rendered temporarily unavailable from time to time.”

3. We have inserted a new clause 18.14 and amended the numbering of clauses that follow:

#### **“Receiving eCheques**

18.14 Fees for receiving eCheque payments are based on payment currency and will not exceed the cap specified below.”

<b>Currency</b>	<b>Cap</b>
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
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
UK Pounds Sterling	£30 GBP
US Dollar	\$45 USD

4. We have inserted a new clause 18.16 and amended the numbering of clauses that follow:

**“Commercial Transaction refund fee**

18.16 If you issue a full refund of the Commercial Transaction payment, we will retain the full fixed fee portion of the Commercial Transaction fee. Your buyer’s account will be credited with the full amount of the Commercial Transaction payment. We will debit your account with the amount initially credited to your account in connection with the Commercial Transaction payment and the full fixed fee portion of the Commercial Transaction fee.

18.17 If you issue a partial refund of the Commercial Transaction payment, we will retain the pro-rata share of the fixed fee portion of the Commercial Transaction fee. Your buyer’s account will be credited with the amount you specify. We will debit your account with the pro-rata share of the amount initially credited to your account in connection with the Commercial Transaction payment and the pro-rata share of the fixed fee portion of the Commercial Transaction fee. Please refer to clause 19.6 and 19.7 for examples on the Commercial Transaction refund fee.”

5. We have inserted new examples in clauses 19.6 and 19.7:

**“19.6 Example 5 – Full refund of a Commercial Transaction payment**

The following is an example of the refund fee for a full refund of a Commercial Transaction payment from a buyer in Australia:

- Amount from the buyer: \$100 AUD
- Seller will receive: \$97.30 AUD (\$100 AUD less \$2.40 AUD variable fee and \$0.30 fixed fee)
- 100% refund, buyer will receive: \$100 AUD
- Seller will be debited: \$97.60 AUD (the amount initially credited to your account \$97.30 AUD plus the \$0.30 fixed fee)



### 19.7 Example 6 – Partial refund of a Commercial Transaction payment

The following is an example of the refund fee for a partial refund of a Commercial Transaction payment from a buyer in Australia:

- Amount sent: \$100 AUD
- Seller will receive: \$97.30 AUD (\$100 AUD less \$2.40 AUD variable fee and \$0.30 fixed fee)
- 50% refund, buyer will receive: \$50 AUD
- Seller will be debited: \$48.80 AUD [\$48.65 AUD (50% of the amount initially credited to your account) plus \$0.15 (50% of the \$0.30 fixed fee)]”

6. We have updated the following definitions in Part 3: Definitions:

<b>Commercial Transaction</b>	Buying or selling goods or services. This includes payments received when you “Request Money” using our services.
<b>Personal Transaction</b>	Sending (using “Send Money”) and receiving money without making a purchase, i.e. the payment is not for goods or services.
<b>Reversal</b>	A payment that you received which PayPal returns to the sender or a third party because: <ul style="list-style-type: none"><li>• A Chargeback was received;</li><li>• A claim is successfully filed via the PayPal Resolution Centre; or</li><li>• The transaction was unauthorised.</li></ul>

### **Changes to the Electronic Fund Transfer Rights and Error Resolution** The

Electronic Fund Transfer Rights and Error Resolution is amended as follows:

1. We have deleted clause 6 and amended the numbering of clauses that follow.

### **Changes to the User Agreement**

**Effective date:** 11 October 2013

Set out below are the key changes to the User Agreement.

These amendments affect users who seek protection under the PayPal Seller Protection Policy.

### **Changes to the User Agreement**

The User Agreement is amended as follows:

1. We have replaced the definition of “Reversal” under section 27.1 with the following:

<b>Reversal</b>	A payment that you received which PayPal returns to the sender or another third party because: <ul style="list-style-type: none"><li>○ A Chargeback was received,</li><li>○ A claim is successfully filed via the PayPal Resolution Centre, or</li><li>○ The transaction was unauthorised.</li></ul>
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2. We have deleted S2.1 and S2.2 and amended the numbering of the clauses that follow.
3. We have inserted a new heading “What is the PayPal Seller Protection Policy?” and inserted the following new clauses S3.1 and S3.2:

#### **“What is the PayPal Seller Protection Policy?”**

S3.1 The PayPal Seller Protection Policy applies to Reversals that are based on:

- Unauthorised transactions; or
- An item not received.

PayPal Seller Protection is available for eligible payments via eBay and outside of eBay.

S3.2 If PayPal deems that you meet all necessary requirements for the PayPal Seller Protection Policy, PayPal will reimburse you for the full amount on an eligible payment and waive the Chargeback fee, if applicable.”

4. We have deleted clause S3.1 under the heading “Eligibility” and replaced it with:

“S43.1 You must meet all of these requirements to be eligible for PayPal Seller Protection:

- a. The item purchased must be a physical, tangible good (except vehicles);
- a. You receive payment via PayPal from a buyer’s PayPal account;
- b. You provide us with valid Proof of Shipment;
- c. The item is sent to the address we specify on the payment notification or "Transaction Details Page" which can be accessed by logging in to your PayPal account;

- d. You must respond to our requests for documentation and other information that is reasonably required by PayPal regarding a Reversal filed against you within the timeframe specified; and
  - e. Your eligibility is not otherwise suspended.”
5. We have amended S4.1 to S5.1 and have replaced the following clauses:

“a. You combine items purchased through separate PayPal payments into a single shipment;

b. More than one payment is received for a single transaction;”

6. We have amended S4.1 to S5.1 and have replaced the following clause:

“d. The item sold is an intangible good, travel tickets, quasi-cash, gift certificate, downloadable or streaming content, licence for digital content or a service;

e. The item is a vehicle (including cars, motorcycles, caravans, boats and planes);”

7. We have inserted a new clause 5.1.k.:

“k. Payment is made through guest checkout, PayPal Here, Email Payments and direct Credit Card payments through PayPal (including Virtual Terminal and Website Payments Pro – Hosted Solution or API).”

8. We have inserted a new heading “Suspension” and inserted clauses S6.1 to S6.5:

### **“Suspension**

S6.1 We may suspend your eligibility for PayPal Seller Protection if we hold a reasonable belief that there is an increased risk associated with your account. In assessing a risk, we will consider the:

- Total monetary amount and/or number of Reversals issued against your PayPal account;
- Reasonable risk of your account to the integrity of PayPal and our system; and
- Potential losses occurring to us or our users.

S6.2 We may suspend your eligibility for PayPal Seller Protection if it is linked or associated with another account which has been suspended.

S6.3 We will lift the suspension provided we no longer hold a reasonable belief that there is an increased risk associated with your account.

S6.4 If we reasonably believe a risk still exists, we may in our sole discretion, require you to take certain action in order to lift the suspension of your eligibility for PayPal Seller Protection. You must follow our directions as reasonably required by PayPal within the timeframe specified.

S6.5 We will notify you by email if we suspend or lift the suspension of your eligibility for PayPal Seller Protection.”

9. We have deleted clause S6.1 under the heading “Exclusions” and replaced it with the following clauses:

“S8.1 If we reasonably determine, having considered all relevant circumstances, that you have abused the PayPal Seller Protection Policy, we may at our sole discretion exclude you from the PayPal Seller Protection Policy or take any other actions pursuant to this Agreement. We will notify you if you are excluded.

S8.2 If you receive payment under PayPal Seller Protection which you are not entitled or eligible to receive, the payments are repayable immediately by you and may be recovered as a debt due and payable to PayPal. PayPal may also exercise its rights under clause 12.2 and clause 12.3 in respect of any amounts payable by you under this clause.”

## Changes to the Privacy Policy

**Effective Date:** 7 August 2013

Set out below are the key changes to the Privacy Policy.

See the new policy in [full](#).

The sections added or most substantively changed are:

**Your Privacy Rights.** We’ve added an introductory paragraph, “Your Privacy Rights”, to explain that our Privacy Policy details our commitment to you regarding how we use your information. Our long standing core privacy principle is that we do not share your information with third parties for their marketing purposes without your consent.

**How we use Cookies.** We’ve changed this section to broaden the definition of the types of technologies that now exist and will likely continue to be developed. We’ve clarified that our Cookies are encoded and that you are free to decline them. Further, the primary purpose of our Cookies is to provide security and fraud support to protect the PayPal community.

**How we use the personal information we collect.** In this section, we’ve clarified our ability to contact you by phone and SMS to help us be more efficient in contacting you and to leverage technology to improve your experience.

**How we share personal information with other parties.** In this section, we’ve changed our law enforcement notification section to include other legal processes or requirements applicable to PayPal or its affiliates.

**Using Log In with PayPal.** We've added a new section on "Log In with PayPal", our new product which enables you to log in to participating third party websites using your PayPal log in credentials. Log In with PayPal asks you before sharing information with participating third party websites and aims to improve your Internet experience.

**How you can access or change your personal information.** In this section, we've added a statement on our data retention policy, detailing the circumstances that allow us to maintain data on otherwise closed accounts.

**How you can contact us about privacy questions.** We've added information on how you can report a privacy complaint.

## **Changes to the User Agreement, Combined Financial Services Guide and Product Disclosure Statement and other policies**

**Effective date:** 16 July 2013

Set out below are the key changes to the following agreements and policies:

1. User Agreement
2. Combined Financial Services Guide and Product Disclosure Statement

### **Changes to the User Agreement**

The User Agreement is amended as follows:

1. We have inserted a new heading "PayPal POS Functionality" and inserted the following new clauses 9.8 to 9.12:

#### **"PayPal POS Functionality**

9.8 PayPal POS Functionality is only available for merchants who have a physical store.

9.9 Your use of the PayPal POS Functionality is dependent on you:

- a. Integrating ePOS Provider software to your point of sale terminal at your own cost;
- b. Holding a valid business account in good standing; and
- c. Obtaining approval by PayPal.

9.10 We will determine in our sole discretion whether you are approved to use the PayPal POS Functionality. Notwithstanding any other right we have under this Agreement, we, in our sole discretion, may immediately revoke your approval to use the PayPal POS Functionality.

9.11 Your use of PayPal POS Functionality shall be limited to processing Check In transactions at your physical store within Australia.

9.12 If you are approved for PayPal POS Functionality, you agree to include the PayPal acceptance logo in a prominent location at the public entrance to your physical store and in the proximity of the point of sale location within the store. PayPal will provide the point of sale materials, including adhesive decals and counter signs to be used by you at our direction.”

2. We have inserted a new clause 10.13 and amended the numbering of clauses that follow:

“10.13 When you Check In to pay a merchant, you authorise that merchant to take payment from your account. We may restrict the total amount that merchant can take within a specific period at our discretion.”

3. We have inserted a new clause 10.20:

“10.20 When you Check In to authorise a merchant to take payment from your account, you may cancel the authorisation by Checking Out before the payment has been completed.”

4. We have inserted the following new definitions in clause 27:

<b>Check In</b>	Authorising a merchant, using the PayPal mobile app, to carry out certain PayPal account transactions.
<b>Check Out</b>	The removal of the authorisation, using the PayPal mobile app, to carry out certain PayPal account transactions.
<b>ePOS Provider</b>	The electronic point of sale systems which are compatible and approved with PayPal POS Functionality as set out within the “Sell in person” page of our website.
<b>PayPal Here</b>	The service that allows business and premier account holders to accept payments using the PayPal Here app via select smartphones, tablets or other devices in accordance with the PayPal Here Terms and Conditions.
<b>PayPal POS Functionality</b>	Any functionality provided by PayPal used exclusively through a point of sale terminal that enables you to receive payment for goods and services in your PayPal business account.

5. We have deleted clause S10.1.C.iii. under the heading “Eligibility” of the PayPal Buyer Protection Policy.
6. We have deleted clause S10.1.c.iv. under the heading “Eligibility” of the PayPal Buyer Protection Policy and replaced it with:

“iii. The “Send Money” tab choosing “Goods or services” on our website or mobile app,”

## **Changes to the Combined Financial Services Guide and Product Disclosure Statement**

The Combined Financial Services Guide and Product Disclosure Statement is amended as follows, click [here](#) to view:

1. We have replaced the first dot point under the heading “Our right to hold funds” under clause 16.2 to:

“You authorise us to make any Reversals, refunds or payments from the held funds in accordance with our User Agreement. You will not be able to access any funds subject to a hold.”

2. We have inserted a new heading “PayPal POS Functionality” and inserted the following new clause 18.6, and amended the numbering of those clauses that follow:

### **“PayPal POS Functionality**

18.6 If you are approved for PayPal POS Functionality as set out in our User Agreement, and are confirmed as a provider of food and beverage services, such as quick service restaurants and cafes, you will pay:

Fees for receiving (selling) Domestic Transactions with PayPal POS Functionality\*: 2%

\*If your sender funds your payment entirely or partially by a non-Australian Credit Card or non-Australian PayPal account you will incur an additional 1% processing fee on the amount funded by that card.”

3. We have updated the “PayPal Here” definition with the following:

<b>PayPal Here</b>	The service that allows business and premier account holders to accept payments using the PayPal Here app via select smartphones, tablets or other devices in accordance with the PayPal Here Terms and Conditions.
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4. We have inserted the following new definition under “Part 3: Definitions”:

<b>PayPal POS Functionality</b>	Any functionality provided by PayPal used exclusively through a point of sale terminal that enables you to receive payment for goods and services in your PayPal business account.
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## **Changes to User Agreement, Combined Financial Services and Product Disclosure Statement and other policies**

Effective Date: Mar 20, 2013

## Changes to the User Agreement, Combined Financial Services Guide and Product Disclosure Statement and other policies

Set out below are the key changes to the following agreements and policies:

1. [User Agreement](#)
2. [Combined Financial Services Guide and Product Disclosure Statement](#)
3. [Electronic Fund Transfer Rights and Error Resolution](#)
4. Fees Policy

These amendments affect all users. To see the proposed policies in full, please click on the links above.

### Key changes

1. We now subscribe to the ePayments Code which regulates electronic payment facilities in Australia. We have amended the User Agreement and the Electronic Fund Transfer Rights and Error Resolution to reflect the ePayments Code. If you would like more information about the ePayments Code, please visit the Australian Securities and Investments Commission website at <http://www.asic.gov.au/asic/asic.nsf/byheadline/ePayments-Code>.
2. We've also made our agreements and policies clearer and easier to read.

### Changes to the User Agreement

The User Agreement includes the following changes:

Counterfeit	claims PayPal may now require that buyers offer the item for collection by the seller when the buyer believes the goods are counterfeit.
ePayments Code	<ul style="list-style-type: none"><li>• We warrant that we will comply with the ePayments Code.</li><li>• We have added a provision regarding your liability if the PayPal service malfunctions.</li></ul>
PayPal Buyer Protection Policy	You may be excluded from the PayPal Buyer Protection Policy if we reasonably determine that you have lodged an excessive or unreasonable number of claims.
Insolvency Event	We have added a definition for Insolvency Event and included it in the list of non-exhaustive events which may lead to your account being limited in clause 16.

### Changes to the Combined Financial Services Guide and Product Disclosure Statement

The Combined Financial Services Guide and Product Disclosure Statement includes the following changes:



Currency conversion	<p>We have inserted the following sentences in clause 12.8:</p> <ul style="list-style-type: none"> <li>• A right to opt out of the PayPal currency conversion by selecting Other Conversion options on the “Review Your Information” page during checkout.</li> <li>• Where your payment is funded by a 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.</li> </ul>
Fees	We have changed the way our fees are set out. Our fees have not changed.

### **Changes to the Electronic Fund Transfer Rights and Error Resolution Policy**

As required by the ePayments Code, the Electronic Fund Transfer Rights and Error Resolution Policy now sets out:

- When you are and are not liable for loss arising from an unauthorised transaction; and
- Limits on your liability for losses arising from an unauthorised transaction.

### **Deletion of the Fees Policy**

The content of the Fees Policy is contained in the “Fees and charges” section of the Combined Financial Services Guide and Product Disclosure Statement. This section replaces the Fees Policy. Accordingly, the Fees Policy has been deleted and is no longer effective. Our fees have not changed.