

## Past Policy Updates

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

### Amendment to the PayPal User Agreement

Effective Date: Aug 02, 2011

 [Print](#)

- **Amendment to the PayPal User Agreement**

This User Agreement ("Agreement") is a contract between you and PayPal do Brasil Serviços de Consultoria e Pagamentos Ltda., a Brazilian company, enrolled with the CNPJ/MF under number 10.878.448/0001-66, in the City of São Paulo, State of São Paulo, at Alameda Santos, 787, 8th floor, Conjunto 81, CEP 01419-001 and applies to your use of the PayPal Services. You must agree with all of the terms and conditions contained in this Agreement and any applicable agreements on the [Legal Agreements](#) page.

**We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting a notice on the "Policy Updates" page of our website.**

**This is an important document which you must consider carefully when choosing whether to use the PayPal Services. Please note the following risks of using the PayPal Services:**

**Payments received in your Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that a payment may be reversed from your Account after you have provided the sender the goods or services that were purchased.**

**You can lower the risk of a payment being reversed from your Account by following the criteria set out in the Protection for Sellers section and by following the other guidance provided in the "Security Center page" accessible via every page of the PayPal website.**

**We may close, suspend, or limit your access to your Account or the PayPal Services, and/or limit access to your funds if you violate this Agreement, the PayPal Acceptable Use Policy, or any other agreement you enter into with PayPal.**

#### 1. Payment Services and Eligibility.

**1.1 Payment Services.** PayPal is a payment services provider. Our services allow you to send payments to anyone with a PayPal Account, and to receive payments.

**1.2 Eligibility.** To be eligible to use the PayPal Services, you must be at least 18 years old and a Brazil resident. This Agreement applies only to Users who are residents of Brazil. If you are a resident of another country, you may access the agreement that applies to you from our website in your country.

**1.3 Information.** In order to open and maintain an Account, you must provide us with correct and updated Information.

- Identity Verification.** You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information or documentation, requiring you to provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report or verifying your Information against third party databases or through other sources.
- Credit Report Authorization.** You authorize PayPal to obtain your personal and/or business credit report from a credit bureau, including but not limited from SPC and SERASA. You also authorize PayPal to obtain your personal and/or business credit report: (a) when you request certain new products, or (b) at any time PayPal reasonably believes there may be an increased level of risk associated with your Account.
- Updates to Information.** If your credit card number or expiration date changes, we may acquire that information from our financial services partner and update your Account.

**1.4 Beneficial Owner.** You must conduct your Account activity only on behalf of yourself or of the owner of the business (for a Business Account) and you or the owner of the business must be the beneficial owner of the Account.

#### 2. Sending Payments.

**2.1 Sending Limits.** We may, at our discretion, impose limits on the amount of payments you can send through the PayPal Services. You can view your sending limit, if any, by logging into your Account and clicking on the View Limits link on the Account Overview page. If you have a Verified Account, we may increase your sending limits.

**2.2 Default Payment Methods.** When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order (subject to availability based on your Payment Methods):

- Balance
- Credit card

**Note:** If you do not want to use your balance, you must withdraw it before making a payment.

**2.3 Preferred Payment Method.** You may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment or a No Log-In Payment.

For a Preapproved Payment and, in most instances, a No Log-In Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile.

If you select a Preferred Payment Method but have available balance in your Account, your balance will be used to fund your payment. PayPal may limit the Payment Methods available for a transaction.

**2.4 Refused and Refunded Payments.** When you send a payment, the recipient is not required to accept it. Any unclaimed, refunded or denied payment will be returned to your balance or to your original Payment Method. We will return any unclaimed payment to you within 30 Days of the date you initiated the payment.

**2.5 Merchant Processing Delay.** When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate, will be determined at the time the Merchant processes your payment and completes the transaction.

**2.6 Preapproved Payments.** A Preapproved Payment is a payment in which you Authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments".

**2.7 Stopping a Preapproved Payment.** You may stop a Preapproved Payment at any time up to 3 Business Days prior to the date the next payment is scheduled to be made by notifying PayPal. To stop a Preapproved Payment, access the My Preapproved Payments section of your Account Profile and follow the links to stop the payment. You may also stop a Preapproved Payment by calling PayPal at 0800 892 1555. Once you contact PayPal to stop a Preapproved Payment, all future payments under your agreement with the Merchant will be stopped. If you stop a Preapproved Payment you may still be liable to the Merchant for the payment or for other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means.

### 3. Receiving Payments.

**3.1 Liability For Invalidated Payments.** When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in Exhibit A (Fees) of this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment. You agree to allow PayPal to recover any amounts due to PayPal by debiting your balance. If there are insufficient funds in your balance to cover your liability, you must reimburse PayPal through other means. If a sender of a payment files a Chargeback, the credit card issuer, not PayPal, will determine who wins the Chargeback.

**3.2 No Surcharges.** You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

**3.3 Preapproved Payments and/or No Log-In Payments.** If you receive Preapproved Payments and/or No Log-In Payments you must receive your buyer's Authorization to the payment amount, frequency and duration prior to submitting the payment.

**3.4 Micropayments for Digital Goods.** To qualify to receive Micropayments for Digital Goods, you must submit an application, be approved by us, and have an Account in good standing. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to R\$7.99 or the equivalent in other currencies as stated in the table below, then if a buyer opens a Dispute, PayPal may reverse the transaction, and remove the funds from your Account without requiring the buyer to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	R\$7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Republic Koruna:	99.99 CZK	Polish Zlotych:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	€3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999.00 HUF	Taiwan New Dollar:	10.00 TWD
Israeli New Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999.00 JPY	U.K. Pound Sterling:	£3.99 GBP
Mexican New Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

#### 4. Account Balances.

**4.1 Balances.** If you hold a balance, PayPal will hold your funds in pooled accounts separate from its corporate funds, and it will not use your funds for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make your funds available to its creditors in the event of bankruptcy. You will not receive interest or other earnings on the amounts in your balance. PayPal may receive interest on amounts that PayPal holds on your behalf. You agree to assign your rights to PayPal for any interest derived from your funds.

**4.2 Setoff of Past Due Amounts.** If you have a past due amount owed to a PayPal affiliate, subsidiary, or parent company, PayPal may debit your Account to pay any amounts that are more than 180 Days past due.

**4.3 Negative Balances.** If your Account has a negative balance, PayPal may set-off the negative balance with any funds that you subsequently receive into your Account.

#### 5. Withdrawing Money.

**5.1 How to Withdraw Money.** You may withdraw funds from your Account by electronically transferring them to your local bank account. If you hold funds in foreign currency resulting from the sale of goods and/or services to foreigners, you may also withdraw funds from your Account by electronically transferring them to your U.S. bank account. You will be charged the Withdrawing your Balance Fee as set out in Exhibit A (Fees).

**5.2 Withdrawal Limits.** Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your withdrawal limit, if any, by logging into your Account and clicking on the View Limits link on the Account Overview page. In addition, we may delay withdrawals of large sums of money while we perform a risk review.

#### 6. Closing Your Account.

**6.1 How to Close Your Account.** You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your balance prior to closing your Account.

**6.2 Limitations on Closing Your Account.** You may not evade an investigation by closing your Account. If you to close your Account while we are conducting an investigation, we may hold your funds to protect PayPal, its parent, subsidiaries and affiliates or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

#### 7. PayPal Buyer Protection.

**7.1 Types of Problems Covered.** PayPal Buyer Protection helps you if you encounter either of these problems:

1. **"Item Not Received"** (INR): You did not receive the item you paid for with PayPal. INR protection is available for items purchased; or
2. **"Significantly Not as Described"** (SNAD): SNAD coverage is available only for eBay purchases. You received an item you paid for with PayPal but it is Significantly Not as Described (SNAD) (as described below).

If your problem is a transaction that you did not authorize, please see Section 8 below.

An item is Significantly Not as Described (SNAD) if it is materially different from what the Seller described in the eBay item listing. Here are some examples:

1. You received a completely different item. For example, you purchased a book and received a DVD or an empty box.
2. The condition of the item was misrepresented. For example, the description when you bought the item said "new" and the item was used.
3. The item was advertised as authentic but is not authentic.
4. The item is missing major parts or features which were not disclosed in its description when you bought the item.
5. You purchased three items from an eBay Seller but only received two.
6. The item was materially damaged during shipment.

An item is **not** Significantly Not as Described (SNAD) if it is materially similar to the Seller's item listing description on eBay. Here are some examples:

1. The defect in the item was correctly described by the Seller on the eBay website.
2. The item was properly described but you didn't want it after you received it.
3. The item was properly described but did not meet your expectations.
4. The item has minor scratches and was listed as used condition.

#### 7.2 Eligibility Requirements.

- a. To be eligible for PayPal Buyer Protection you must meet all of the following requirements:

- Open a Dispute within 45 Days of the date you sent the payment – then follow the online dispute resolution process described below under “Dispute Resolution”.
  - Send the payment to the Seller in the following manners:
    - For eBay items:
      1. through the eBay “Pay Now” button or the eBay invoice; or
      2. through the “Send Money” tab of your Account by selecting “eBay Item” or “Pay for eBay Items” and entering the required information.
    - For items bought on other websites:
      1. through the Send Money tab on the PayPal website, by clicking the “Purchase” tab, or by selecting the “Checkout with PayPal” button or otherwise selecting PayPal as part of a Seller’s checkout flow.
  - Have an Account in good standing.
- b. For items purchased on eBay look for either a PayPal or eBay buyer protection message in the eBay listing. If you see a message, and you meet the eligibility requirements, then your purchase is covered by PayPal Buyer Protection. The buyer protection message will vary based on the eBay website. The message must appear on the top part of the listing and not under the “Description” or “Shipping and Payments” tabs. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.

**7.3 Ineligible Items.** PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods. Payments for the following are **not** eligible for reimbursement under PayPal Buyer Protection:

1. Intangible items, including Digital Goods (subject to exceptions as listed in Section 7.6)
2. Services
3. Real estate
4. Businesses (when you buy a business)
5. Vehicles, including motorcycles, caravans, aircrafts, helicopters and boats
6. Custom made items
7. Travel tickets, including airline flight tickets
8. Items prohibited by PayPal’s Acceptable Use Policy or by eBay’s Prohibited or Restricted Items Policy
9. Items which you collect in person, or arrange to be collected on your behalf, including at a point of sale
10. Industrial machinery used in manufacturing
11. Items equivalent to cash, including prepaid or gift cards

Even if your payment is not eligible for PayPal Buyer Protection, you can file a Dispute and resolve the issue directly with the Seller, however, PayPal will not find in your favor if you escalate a Dispute to a Claim when an item is not eligible for PayPal Buyer Protection.

**7.4 Coverage Amount.** If you are eligible for PayPal Buyer Protection and PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs.

PayPal will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described (SNAD) item to the Seller (for eBay purchases) or other party specified by PayPal. If the Seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the Seller for an Item Not Received (INR) Claim even if you did not receive the goods

**7.5 Dispute Resolution.** If you are unable to resolve a problem directly with a Seller, you can go to the [Resolution Center](#) and follow this process:

- **Open a Dispute.** Open a Dispute **within 45 Days** of the date you made the payment, to negotiate with the Seller for resolution of the Dispute.
- **Escalate the Dispute to a Claim.** If you and the Seller are unable to come to an agreement, you can escalate the Dispute to a Claim **within 20 Days** after opening the Dispute.

You must wait at least 7 Days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for the equivalent of R\$5,000 or more (or other currency equivalent). If you do not escalate the Dispute to a Claim within 20 Days, PayPal will permanently close the Dispute.

- **Respond to PayPal’s requests for information in a timely manner.** During the Claim process, PayPal may require you to provide documentation to support your position.
- **Comply with PayPal’s shipping requests in a timely manner.** For Significantly Not as Described (SNAD) Claims relating to eBay purchases, PayPal will generally require you, at your expense, to ship the item back to the Seller, or to PayPal, or to a third party and to provide proof of delivery.

For transactions that total less than R\$ 500, proof of delivery is a document that includes the delivery address showing at least city/state or postal code, delivery date, and the URL to the shipping company’s website if you’ve selected “Other” in the shipping drop down menu. For transactions that total R\$500 or more (or the equivalents in other currencies as listed in the table below), you must also get a signature confirmation of the delivery.

R\$500 signature confirmation requirement – other currencies equivalents:

Currency	Amount	Currency	Amount
Australian Dollar:	<b>\$350 AUD</b>	New Zealand Dollar:	<b>\$380 NZD</b>
Brazilian Real:	<b>R\$500 BRL</b>	Norwegian Krone:	<b>1,600 NOK</b>
Canadian Dollar:	<b>\$325 CAD</b>	Philippine Peso:	<b>12500 PHP</b>
Czech Republic Koruna:	<b>6,000 CZK</b>	Polish Zlotych:	<b>800 PLN</b>
Danish Krone:	<b>1,500 DKK</b>	Singapore Dollar:	<b>\$ 400 SGD</b>
Euro:	<b>€200 EUR</b>	Swedish Krona:	<b>2,000 SEK</b>
Hong Kong Dollar:	<b>\$2,000 HKD</b>	Swiss Franc:	<b>330 CHF</b>
Hungarian Forint:	<b>55,000 HUF</b>	Taiwan New Dollar:	<b>8250 TWD</b>
Israeli New Shekel:	<b>1,000 ILS</b>	Thai Baht:	<b>9000 THB</b>
Japanese Yen:	<b>¥28,000 JPY</b>	Turkish Lira:	<b>375 TRY</b>
Malaysian Ringgit:	<b>1000 MYR</b>	U.K. Pound Sterling:	<b>£150 GBP</b>
Mexican New Peso:	<b>\$2,200 MXN</b>	U.S. Dollar:	<b>\$ 250.00 USD</b>

- Claim Resolution Process.** Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal's decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you are a Seller and you lose a SNAD Claim (for an eBay purchase) because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed).

**7.6 Digital Goods Micropayment Disputes and Claims.** Digital Goods are generally not eligible for coverage. However, if you file a Dispute for a Digital Goods purchase of up to R\$7.99 or its equivalent according to the amounts in the table below, PayPal may, at its sole discretion, refund the transaction without requiring you to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	<b>\$9.99 AUD</b>	New Zealand Dollar:	<b>\$9.99 NZD</b>
Brazilian Real:	<b>7.99 BRL</b>	Norwegian Krone:	<b>29.99 NOK</b>
Canadian Dollar:	<b>\$3.99 CAD</b>	Philippine Peso:	<b>499.99 PHP</b>
Czech Koruna:	<b>99.99 CZK</b>	Polish Zlotych:	<b>19.99 PLN</b>
Danish Krone:	<b>24.99 DKK</b>	Singapore Dollar:	<b>\$9.99 SGD</b>
Euro:	<b>€3.99 EUR</b>	Swedish Krona:	<b>34.99 SEK</b>
Hong Kong Dollar:	<b>\$49.99 HKD</b>	Swiss Franc:	<b>4.99 CHF</b>
Hungarian Forint:	<b>999 HUF</b>	Taiwan New Dollar:	<b>10.00 TWD</b>
Israeli New Shekel:	<b>15.99 ILS</b>	Thai Baht:	<b>249.99 THB</b>
Japanese Yen:	<b>¥999 JPY</b>	U.K. Pound Sterling:	<b>£3.99 GBP</b>
Mexican Peso:	<b>\$39.99 MXN</b>	U.S. Dollar:	<b>\$3.99 USD</b>

PayPal may limit the number of Digital Goods refunds that you may receive. If these are limited or if your purchase is not eligible for coverage, you will still be able to follow PayPal's standard dispute resolution processes described in this Section 7 to attempt to resolve the issue with the Seller directly.

**7.7 Relationship between PayPal's protection programs and Chargebacks.** Credit card Chargeback rights, if they apply, may be broader than PayPal's protection programs. Chargebacks may be filed more than 45 Days after the payment, may cover unsatisfactory items even if they do not qualify as SNAD, and may cover intangible items. You may pursue a Dispute/Claim with PayPal, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with PayPal, and also file a Chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights.

Before contacting your card issuer or filing a Dispute with PayPal, you should contact the Seller to resolve your issue in accordance with the Seller's return policy as stated on their auction or website.

**7.8 No Double Recovery.** You may not file a Dispute/Claim, or receive a recovery, for a purchase under

PayPal Buyer Protection if you have already received a recovery for that purchase directly from eBay, the Seller or your credit card company.

## 8. Errors and Unauthorized Transactions.

**8.1 Protection for Unauthorized Transactions and Errors.** When an Unauthorized Transaction or an Error occurs in your Account, PayPal will cover you for the full amount of every eligible Unauthorized Transaction or Error so long as you follow the procedures discussed below.

An Unauthorized Transaction occurs when a payment is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an Unauthorized Transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use.

### 8.2 Notification Requirements.

a. You should immediately notify PayPal if you believe:

1. there has been an Unauthorized Transaction or unauthorized access to your Account;
2. there is an Error in your Account history statement (you can access your Account history by logging into your Account and clicking on a link to "View all of my transactions") or in your transaction confirmation sent to you by email;
3. your password or PayPal Mobile PIN has been compromised;
4. your PayPal Mobile-activated phone has been lost, stolen or deactivated; or
5. you need more information about a transaction listed on the statement or transaction confirmation.

b. To be eligible for protection for Unauthorized Transactions, you must notify us within 60 Days after any Unauthorized Transaction first appears in your Account history statement. We will extend the 60 Day time period if a good reason, such as a hospital stay, kept you from notifying us within 60 Days.

You should regularly log into your Account and review your Account history statement to ensure that there has not been an Unauthorized Transaction or Error. PayPal will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For Unauthorized Transactions or Errors in your Account, notify us as follows:

1. [Use this form](#) to file a report in the PayPal Security Center; or
2. Call PayPal Customer Service at 0800 892 1555.

When you notify us, provide us with all of the following information:

1. Your name and email address registered to your Account;
2. A description of any suspected Unauthorized Transaction or Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
3. The amount of any suspected Unauthorized Transaction or Error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

**8.3 PayPal Actions after Receipt of Your Notification.** Once you notify us of any suspected Unauthorized Transaction or Error, or we otherwise learn of one, we will do the following:

1. We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Error that is eligible for protection.
2. We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transactions or Error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 90 Days for new Accounts or a foreign initiated transaction).
3. If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected Unauthorized Transaction or Error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), we will not provisionally credit your Account.
4. We will inform you of our decision within 3 Business Days after completing our investigation.

If we determine that there was an Unauthorized Transaction or Error, we will promptly credit the full amount into your Account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

If we decide that there was not an Unauthorized Transaction or Error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

**8.4 PayPal Errors.** We will rectify any Error that we discover. If the Error results in your receipt of less than the correct amount to which you are entitled, PayPal will credit your Account for the difference. If the Error results in your receipt of more than the correct amount to which you are entitled, PayPal will debit the extra funds from your Account.

**8.5 Your Errors.** If you erroneously send a payment to the wrong party, or send a payment for the wrong amount (based on a typographical error, for example), your only recourse will be to contact the party to whom you sent the payment and ask them to refund the payment. PayPal will not reimburse you or reverse a payment that you have made in error.

## 9. Protection for Sellers.

**9.1 PayPal Seller Protection.** PayPal Seller protection is available to Brazilian Sellers for items sold on an eBay website and any other website. Eligible payments will receive coverage for Claims, Chargebacks, or Reversals that are based on

- Unauthorized Transaction; or
- Item Not Received.

**9.2 Scope of Protection.** PayPal will protect you for the full amount of the eligible payment and waive the Chargeback Fee, if applicable. If your number of Claims, Chargebacks, or Reversals during a given month exceeds 1.0% of the total payment volume you received, you may become ineligible to receive this Protection for Sellers while this situation persists.

**9.3 Eligibility Requirements.** To be eligible for Seller Protection, you must meet all of the basic requirements listed below; plus, you must meet the Item Not Received requirements listed below to be covered for Item Not Received protection and you must meet the Unauthorized Transactions requirements listed below to be covered for Unauthorized Transaction protection:

a. Basic Requirements:

- You must ship the item to the shipping address on the Transaction Details Page using a Shipping Company.
- You must respond to PayPal's requests for documentation and other information in a timely manner.
- The item must be a physical, tangible good that can be shipped.
- You must ship the item within 7 days of receipt of payment.

b. Item Not Received Additional Requirements:

- You must have a Proof of Shipping and a Proof of Delivery. For payments of R\$ 500.00 or more, or the equivalent in other currencies, according to the chart below, the Proof of Delivery must be together with Signature Confirmation (as defined below);

c. Unauthorized Transactions Additional Requirements:

- You must have a Proof of Shipment.

### 9.4 Proof of Shipment, Proof of Delivery, and Signature Confirmation Requirements.

For transactions on websites other than eBay, "Shipping Company" is the Empresa Brasileira de Correios e Telégrafos – ECT ("Correios"), Total Express, Direct Transport, FedEx, UPS or DHL. For transactions on eBay's website, "Shipping Company" is any company providing shipping services.

"Proof of Shipment" is documentation from the Shipping Company that includes at least the following information:

- The date the item is shipped.
- The recipient's name and address, showing at least the city/state or postal code (or international equivalent).

"Proof of Delivery" is the documentation from the Shipping Company that includes at least the following information:

- The date the item is delivered.
- The recipient's name and address, showing at least the city/state or postal code (or international equivalent).
- Signature Confirmation, Name of person who received the item at the recipient's address for payments of R\$ 500 or more or its equivalent in other currencies, according to the schedule below.
- Name of person who received the item at the recipient's address for payments of up to R\$ 500 or its equivalent in other currencies, according to the schedule below.

Currency	Amount	Currency	Amount
Australian Dollar	<b>\$350 AUD</b>	New Zealand Dollar	<b>\$380 NZD</b>
Brazilian Real	<b>500 BRL</b>	Norwegian Krone	<b>1,600 NOK</b>
Canadian Dollar	<b>\$325 CAD</b>	Philippine Peso	<b>12500.00 PHP</b>
Czech Republic Koruna	<b>6,000 CZK</b>	Polish New Zloty	<b>800 PLN</b>

Danish Krone	<b>1,500 DKK</b>	Singaporean Dollar	<b>\$400 SGD</b>
Euro	<b>200 EUR</b>	Swedish Krona	<b>2,000 SEK</b>
Hong Kong Dollar	<b>\$2,000 HKD</b>	Swiss Franc	<b>330 CHF</b>
Hungarian Forint	<b>55,000 HUF</b>	Taiwan New Dollar	<b>\$8250.00 TWD</b>
Israeli New Shekel	<b>1,000 ILS</b>	Thai Baht	<b>9000.00 THB</b>
Japanese Yen	<b>28,000 JPY</b>	Turkish Lira	<b>375 TRY</b>
Malaysian Ringgit	<b>1000.00 MYR</b>	U.K. Pound Sterling	<b>£150 GBP</b>
Mexican Peso	<b>\$2,200 MXN</b>	U.S. Dollar	<b>\$250 USD</b>

"Signature Confirmation" is documentation that indicates that the delivery was accomplished by having a signature of the person who received the item in recipient's address. In case of Correios, the Signature Confirmation is the "Delivery Receipt" (DR) issued by Correios.

**9.5 Items/transactions not eligible for Seller Protection.** The following are examples of items/transactions not eligible for Seller Protection:

- Claims or Chargebacks for Significantly Not as Described.
- Items that you deliver in person including at a point of sale.
- Intangible items, digital goods, and services.
- Items that are not shipped to the recipient address. If you originally ship the item to the recipient address but the item is later redirected to a different address, you will not be eligible for Seller Protection
- Items that you have shipped after PayPal has advised you not to ship. PayPal may advise you through the following methods:
  1. In your Transaction History (you can access it by logging into <https://www.paypal.com.br> and viewing the status information in the Transaction History)
  2. by email sent by PayPal
  3. by Instant Payment Notification (IPN) message
  4. by Payment Data Transfer (PDT) message
  5. by checking the status of a transaction programmatically

## 10. Restricted Activities.

**10.1 Restricted Activities.** In connection with your use of our website, your Account, the PayPal Services, or in the course of your interactions with PayPal, other Users, or third parties, you will not:

- a. Breach this Agreement, the [Acceptable Use Policy](#) or any other agreement or policy that you have agreed to with PayPal;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f. Provide false, inaccurate or misleading information;
- g. Engage in potentially fraudulent or suspicious activity and/or transaction;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Receive or attempt to receive funds from both PayPal and the Seller, bank or credit card issuer for the same transaction during the course of a dispute;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the PayPal Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- l. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- m. Use your Account or the PayPal Services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Allow your Account to have a negative balance;
- o. Provide yourself a cash advance from your credit card (or help others to do so);
- p. Access the PayPal Services from a country that is not listed on PayPal's [Worldwide page](#).
- q. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;



- r. Send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- s. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- t. Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- u. Use an anonymizing proxy, use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- v. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the PayPal Services; or
- w. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers.

## 11. Your Liability - Actions We May Take.

### 11.1 Your Liability.

- a. **General.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by PayPal, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the PayPal Services. You agree to reimburse PayPal, a User, or a third party for any and all such liability.
- b. **Liability for Claims under PayPal Buyer Protection.** If you are a Seller you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back), and the PayPal Fees that you were charged for the transaction. If you sell on eBay, PayPal Seller Protection will cover your liability for eligible Claims for Items not Received and/or eligible Unauthorized Transactions - see Section 9 (Protection for Sellers) below.

If you are an eBay Seller and a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you on eBay, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed). PayPal Seller Protection will not cover your liability for SNAD Claims.

- c. **Liability for claims filed under eBay's Buyer Protection resolution process.** If you are an eBay Seller, eBay requires that you comply with the eBay Buyer Protection resolution process. As such, you have provided eBay with permission to make a final decision on a claim that a buyer files against you directly with eBay. If eBay makes a final decision that you lose a claim, you agree to allow PayPal to remove funds from your Account in order to reimburse eBay for your liability. eBay Buyer Protection claims filed directly with eBay are not covered by PayPal Seller Protection. Please see the [eBay Buyer Protection policy](#) for more information. You will not receive a refund of your PayPal Fees. If your balance is not sufficient to reimburse eBay, PayPal will place a hold on your Account until the earlier of: (1) when sufficient funds are added to your balance to reimburse eBay for your liability at which time we will reimburse eBay in full, or (2) 37 Days from the date of eBay's final decision on the claim at which time we will remove your balance to partially reimburse eBay for your liability, and you will remain liable to eBay for the remainder of the amount.

**11.2 Reimbursement for Your Liability.** In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your Account will have negative balance up to the amount of your liability, and you will be required to immediately reimburse PayPal through an alternative method. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

**11.3 Actions by PayPal – Restricted Activities.** If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, its parent, subsidiaries and affiliates, eBay, other Users, other third parties or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the PayPal Services;
- b. We may refuse to provide the PayPal Services to you now and in the future; and
- c. We may hold your funds for a period of time reasonably needed to protect against the risk of liability to PayPal or a third party, or if we believe that you may be engaging in potentially fraudulent or suspicious activity and/or transactions.

### 11.4 Actions by PayPal - Holds.

- a. **Risk-Based Holds.** PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal will release the hold on any payment after 30 Days from the date the payment was received into your Account unless PayPal has a reason to continue to hold the payment such as (a) the receipt of a Dispute, Claim, Chargeback, or Reversal, (b) PayPal believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds or (c) PayPal believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement.
- b. **Disputed Transaction Holds.** If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the

amount of the liability. If you win the dispute or the transaction is eligible for PayPal Seller Protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to claims that a buyer files directly with eBay through the eBay resolution process.

**11.5 Actions by PayPal - Reserves.** PayPal, in its sole discretion, may place a Reserve on funds held in your Account when PayPal believes there may be a high level of risk associated with your Account. If PayPal places a Reserve in your Account, transaction will be shown as "pending" in your PayPal balance and you will not have access to funds in a "pending" status until they are cleared. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in Reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

**11.6 Actions by PayPal - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria.** PayPal, in its sole discretion, reserves the right to terminate this Agreement and/or access to the PayPal Services for any reason and at any time upon notice and payment to you of any unrestricted funds held in your balance. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that PayPal's decision to take certain actions, including limiting access to your Account, placing holds or imposing Reserves, may be based on confidential criteria that is essential to our management of risk, the security of Users' Accounts and the PayPal system. You agree that PayPal is under no obligation to disclose the details of its risk management or its security procedures to you.

**11.7 Acceptable Use Policy Violations.** If you violate the [Acceptable Use Policy](#) then in addition to the above actions you will be liable to PayPal for the amount of PayPal's damages for each violation of the Acceptable Use Policy. You agree that R\$5,000.00 (or equivalent) per transaction in violation of the Acceptable Use Policy is presently a reasonable minimum estimate of PayPal's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated because due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct such damages directly from any existing balance in the offending Account, or any other Account you control.

## 12. Disputes with PayPal.

**12.1 Contact PayPal First.** If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the PayPal Services may be reported to Customer Service online through the [PayPal Help Center](#) at any time, or by calling 0800 892 1555 from 9AM to 6PM, from Monday to Saturday.

**12.2 Law and Forum for Disputes.** Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against PayPal shall be settled by the Courts of the City of São Paulo, State of São Paulo with express waiver of any other court, however privileged they may be. This Agreement shall be governed in all respects by the laws of Brazil, without regard to conflict of law provisions.

**12.3 Notices to You.** You agree that PayPal may provide you Communications about your Account and the PayPal Services electronically. PayPal reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any electronic Communications will be considered to be received by you within 24 hours of the time we post it to our website or email it to you. Any notice sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.

**12.4 Notices to PayPal.** Except as otherwise stated above in Section 8 (Errors and Unauthorized Transactions) and Section 12.1, notice to PayPal must be sent by postal mail to: PayPal do Brasil Serviços de Consultoria e Pagamentos Ltda., Attention: Legal Department, Alameda Santos, 787, 8th floor, Conjunto 81, CEP 01419-001, Sao Paulo - SP.

**12.5 Insolvency Proceedings.** If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, PayPal will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

**12.6 Release of PayPal.** If you have a dispute with one or more Users, you release PayPal, its parent, subsidiaries and affiliates, eBay (and their officers, directors, agents, joint ventures, employees and suppliers) 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.

## 13. General Terms.

**13.1 Limitations of Liability.** IN NO EVENT SHALL WE, EBAY, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF EBAY, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

**13.2 Services Limitation.** PayPal is not a bank or an insurance company and the PayPal Services are payment processing services rather than banking, insurance or foreign exchange services. PayPal Services is not subject to approval, supervision or regulation by the Central Bank (BACEN), Comissão de Valores Mobiliários (CVM) or Superintendência de Seguros Privados (SUSEP). PayPal is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian. PayPal does not have control of, nor liability for, the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.

**13.3 No Warranty.** THE PAYPAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PAYPAL, EBAY, OUR PARENT, SUBSIDIARIES AND AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PayPal does not have any control over the products or services that are paid for with the PayPal Services and PayPal cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal Services, and operation of our site may be interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal Services are dependent upon many factors outside of our control, such as delays in the banking system or mail service.

**13.4 Indemnification.** You agree to defend, indemnify and hold PayPal, its parent, subsidiaries and affiliates, eBay, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fines, or other liability incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the PayPal Services.

**13.5 License Grant.** If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal Services.

**13.6 Intellectual Property.** "PayPal.com," "PayPal", "PayPal.com.br", "PayPal.com.cn", "PayPal.com.c2", "PayPal.com.hk", "PayPal.co.il", "PayPal.co.jp", "PayPal.com.mx", "PayPal.com.tr", "PayPal.com.sg" and all other URLs, logos and trademarks related to the PayPal Services are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the PayPal Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the PayPal Services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website, any content thereon, the PayPal Services, the technology related to the PayPal Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

**13.7 Calls to You; Mobile Telephone Numbers.** By providing PayPal a telephone number (including a mobile telephone number), you consent to receiving calls, including autodialed and prerecorded messages from PayPal at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive text messages from us about your use of the PayPal Services at that number.

**13.8 Marketing.** If you receive Information about another User through the PayPal Services, you must keep the Information confidential and only use it in connection with the PayPal Services. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so.

**13.9 Password Security.** You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the PayPal Services.

**13.10 Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PayPal is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority.

All Fees related to the PayPal Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of Brazil, is your sole responsibility.

**13.11 Complete Agreement and Survival.** This Agreement, along with any applicable Policies and agreements on the [Legal Agreements](#) page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal Services. Sections 6 (Closing Your Account), 11 (Your Liability – Actions We May Take), 12 (Disputes with PayPal), 13 (General Terms), 14 (Definitions), and Exhibit A (Fees) as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

**13.12 Assignment.** You may not transfer or assign any rights or obligations you have under this

Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

**13.13 Translated Agreement.** Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English and Portuguese versions of this Agreement, the Portuguese version shall prevail.

**13.14 No Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**13.15 Assumption of Rights.** If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal's discretion.

#### 14. Definitions.

**"Account"** means a Personal, Premier or Business PayPal account.

**"Account Profile"** means the location on our website where you can, after logging in, view and manage your profile, including your personal information, Payment Method details, Preapproved Payments authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.

**"Authorize" or "Authorization"** means a buyer's express authorization to a Merchant to collect a payment from the buyer's PayPal Account.

**"Business Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes.

**"Business Days"** means Monday through Friday, excluding the official national holidays recognized in Brazil. "Chargeback" means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

**"Claim"** means a challenge to a payment that a User files directly with PayPal in the [Online Resolution Center](#) pursuant to Section 7 of this Agreement.

**"Commercial Payment"** means as defined in Exhibit A (Fees) below.

**"Communications"** means any Account or transaction information that PayPal provides to you, including: any agreements and policies you agree to, including updates to these agreements or policies; annual disclosure; transaction receipts or confirmations; Account statements and history; and tax statements we are required to make available to you.

**"Customer Service"** is PayPal's customer support which can be accessed online through the [PayPal Help Center](#) at any time, or by calling 0800 892 1555 from 9AM to 6PM, from Monday to Saturday.

**"Days"** means calendar days.

**"Default Payment Methods"** means the order in which PayPal uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.

**"Digital Goods"** means goods that are delivered and used in an electronic format.

**"Dispute"** means a dispute filed by a User directly with PayPal in the [Online Resolution Center](#) pursuant to Section 7 of this Agreement.

**"eBay"** means eBay Group Inc.

**"eBay Gift Card"** means an eBay branded physical gift card.

**"Error"** means a processing error made by PayPal or its suppliers in which your Account is mistakenly debited or credited.

**"Fees"** means those amounts stated in Exhibit A (Fees) of this Agreement.

**"Information"** means any Account information that you provide to us, including but not limited to personal information, financial information, or other information related to you or your business.

**"Item Not Received"** means a challenge to a payment from a User claiming that the item purchased was not received.

**"Mass Payments"** means the ability to send multiple payments at the same time.

**"Merchant"** and **"Seller"** are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payments.

**"Micropayments for Digital Goods"** means the PayPal Service offered to certain qualifying Merchants who sell Digital Goods that, among other things, offers micropayments pricing and integrated website tools.

**"No Log-In Payment"** means a PayPal payment that is made without the sender having to log into his/her Account.

**"Payment Method"** means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction: balance, credit card and Redemption Codes.

**"PayPal," "we," "us" or "our"** means PayPal do Brasil Serviços de Consultoria e Pagamentos Ltda.

**"PayPal Mobile"** means a PayPal Service that allows you to send and receive payments through your mobile phone.

**"PayPal Seller Protection"** means the protection program PayPal offers Sellers as described in Section 9 (Protection for Sellers).

**"PayPal Services"** means all our products and services and any other features, technologies and/or

functionalities offered by us on our website or through any other means.

**"Policy" or "Policies"** means any Policy or other agreement between you and PayPal that you entered into on the PayPal website, or in connection with your use of the PayPal Services.

**"Preapproved Payment"** means a payment in which the recipient is provided advance Authorization to debit the sender's Account directly on a one-time, regular, or sporadic basis in accordance with the recipient's agreement with the sender. Preapproved Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."

**"Preferred Payment Method"** means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.

**"Redemption Code"** means the sequence of letters, numbers, and/or symbols placed on gift certificates, promotional coupons or other promotional offers and used to obtain a benefit.

**"Reserve"** means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of the PayPal Services.

**"Restricted Activities"** means those activities described in Section 10 of this Agreement.

**"Reversal"** means PayPal reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in Error by PayPal, its parent, affiliates, eBay or any direct or indirect PayPal subsidiary, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card), (d) you received the payment for activities that violated this Agreement, the PayPal Acceptable Use Policy, or any other Policy, or (e) PayPal decided a Claim against you.

**"Seller"** – see "Merchant" definition.

**"Significantly Not as Described"** has the definition provided in Section 7.1 of this Agreement.

**"Substantial Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

**"Transaction Details Page"** means the page on the PayPal website titled "Transaction Details" that displays information about the transaction. This page is accessible from the "Details" link on the "Overview" and "History" subtabs of the "My Account" tab on the PayPal website.

**"Verified Account"** means an Account status that reflects that PayPal has verified that an Account holder has legal control of one or more of his or her Payment Methods. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.

**"User"** means any person or entity using the PayPal Services including you.

**"Unauthorized Transaction"** means as defined in Section 8.1 of this Agreement.

## Exhibit A

### Fees

#### 1. Overview.

PayPal charges the following Fees:

- a. **Commercial Payments Fee.**
- b. **Additional Fees:**
  - Currency Conversion Fee;
  - Withdrawing your Balance Fee;
  - Chargeback Fee;
  - Credit Card and Debit Card Confirmation Fee; and
  - Records Request Fee.
- c. **Fees for other pricing categories:**
  - Micropayments Fee;
  - Micropayment for Digital Goods Fee;
  - Mass Payments Fee; and
  - Installments Processing Fee;

For additional information about the Fees applicable to you view the [Fee page](#).

#### 2. Commercial Payments Fee.

A Commercial Payment includes the following:

- A payment for the sale of goods or services;
- A payment received after the Seller has used the "Request Payment" tab on the PayPal website; or
- A payment that is sent to, or received by, a business or other commercial or non-profit entity.

Activity	Commercial Payments Fee
Receiving Commercial	

<b>Payments</b>	<u>Domestic payments:</u>	<u>Standard Rate:</u>	6.4% + R\$0.60 BRL
		<u>Merchant Rate**:</u>	From 5.4% to 6.4% + R\$0.60 BRL
	<u>International payments:</u>	<u>Standard Rate:</u>	7.4% + Fixed Fee*
		<u>Merchant Rate**:</u>	From 6.4% to 7.4% + Fixed Fee*

<b>Fixed Fee*</b>	<b>Currency:</b>	<b>Fee:</b>
	Australian Dollar:	\$0.30 AUD
	Brazilian Real:	R\$0.60 BRL
	Canadian Dollar:	\$0.30 CAD
	Czech Koruna:	10.00 CZK
	Danish Kroner:	2.60 DKK
	Euro:	€0.35 EUR
	Hong Kong Dollar:	\$2.35 HKD
	Hungarian Forint:	90.00 HUF
	Israeli New Shekel:	1.20 ILS
	Japanese Yen:	¥40.00 JPY
	Malaysian Ringgit:	2.00 MYR
	Mexican Peso:	4.00 MXN
	New Zealand Dollar:	\$0.45 NZD
	Norwegian Krone:	2.80 NOK
	Philippine Peso:	15.00 PHP
	Polish Zloty:	1.35 PLN
	Singapore Dollar:	\$0.50 SGD
	Swedish Krona:	3.25 SEK
	Swiss Franc:	0.55 CHF
	New Taiwan Dollar:	\$10.00 TWD
	Thai Baht:	11.00 THB
	Turkish Lira:	0.45 TRY
	U.K. Pounds Sterling:	£0.20 GBP
U.S. Dollar:	\$0.30 USD	

\*\*To qualify for our Merchant Rate you must submit a one-time application, have a qualifying monthly sales volume, and have an Account in good standing. To view Merchant Rate criteria [click here](#). To apply for Merchant Rate [click here](#).

### 3. Additional Fees.

<b>Activity</b>	<b>Additional Fees</b>						
<b>Currency Conversion</b>	3.5% (added to the exchange rate)  When a payment requires a currency conversion, PayPal engages a licensed bank to perform the currency conversion. The exchange rate is determined by the bank and disclosed to you at the time of a transaction. PayPal adds this Fee to the exchange rate.						
<b>Withdrawing your Balance</b>	<table border="1"> <tr> <td><b>Withdrawal Method:</b></td> <td><b>Fee:</b></td> </tr> <tr> <td>Withdrawals you make to your U.S. bank account.</td> <td>Free</td> </tr> <tr> <td>Withdrawals of up to R\$249.99 you make to your local bank account.</td> <td>R\$3.00</td> </tr> </table>	<b>Withdrawal Method:</b>	<b>Fee:</b>	Withdrawals you make to your U.S. bank account.	Free	Withdrawals of up to R\$249.99 you make to your local bank account.	R\$3.00
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	Withdrawals of R\$250.00 or more you make to your local bank account.	Free																																																		
	Return Fee if the withdrawal information you provided is incorrect or incomplete.	Free																																																		
<b>Chargebacks</b>	<p>The Chargeback Fee is charged at the time a Chargeback is applied to your Account for a payment you receive. If you are eligible for PayPal Seller Protection for that payment, the Fee is waived. The Fee is based on the currency received.</p> <table border="1"> <thead> <tr> <th><b>Currency:</b></th> <th><b>Fee :</b></th> </tr> </thead> <tbody> <tr><td>Australian Dollar:</td><td>\$15.00 AUD</td></tr> <tr><td>Brazilian Real:</td><td>R\$20.00 BRL</td></tr> <tr><td>Canadian Dollar:</td><td>\$15.00 CAD</td></tr> <tr><td>Czech Koruna:</td><td>250.00 CZK</td></tr> <tr><td>Danish Kroner:</td><td>60.00 DKK</td></tr> <tr><td>Euro:</td><td>€11.25 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>\$75.00 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>2000.00 HUF</td></tr> <tr><td>Israeli New Shekel:</td><td>40.00 ILS</td></tr> <tr><td>Japanese Yen:</td><td>¥1300.00 JPY</td></tr> <tr><td>Malaysian Ringgit:</td><td>40.00 MYR</td></tr> <tr><td>Mexican Peso:</td><td>110.00 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>\$15.00 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>65.00 NOK</td></tr> <tr><td>Philippine Peso:</td><td>500.00 PHP</td></tr> <tr><td>Polish Zloty:</td><td>30.00 PLN</td></tr> <tr><td>Singapore Dollar:</td><td>\$15.00 SGD</td></tr> <tr><td>Swedish Krona:</td><td>80.00 SEK</td></tr> <tr><td>Swiss Franc:</td><td>10.00 CH</td></tr> <tr><td>New Taiwan Dollar:</td><td>\$330.00 TWD</td></tr> <tr><td>Thai Baht:</td><td>360.00 THB</td></tr> <tr><td>Turkish Lira:</td><td>15.00 TRY</td></tr> <tr><td>U.K. Pounds Sterling:</td><td>£7.00 GBP</td></tr> <tr><td>U.S. Dollar:</td><td>\$10.00 USD</td></tr> </tbody> </table>		<b>Currency:</b>	<b>Fee :</b>	Australian Dollar:	\$15.00 AUD	Brazilian Real:	R\$20.00 BRL	Canadian Dollar:	\$15.00 CAD	Czech Koruna:	250.00 CZK	Danish Kroner:	60.00 DKK	Euro:	€11.25 EUR	Hong Kong Dollar:	\$75.00 HKD	Hungarian Forint:	2000.00 HUF	Israeli New Shekel:	40.00 ILS	Japanese Yen:	¥1300.00 JPY	Malaysian Ringgit:	40.00 MYR	Mexican Peso:	110.00 MXN	New Zealand Dollar:	\$15.00 NZD	Norwegian Krone:	65.00 NOK	Philippine Peso:	500.00 PHP	Polish Zloty:	30.00 PLN	Singapore Dollar:	\$15.00 SGD	Swedish Krona:	80.00 SEK	Swiss Franc:	10.00 CH	New Taiwan Dollar:	\$330.00 TWD	Thai Baht:	360.00 THB	Turkish Lira:	15.00 TRY	U.K. Pounds Sterling:	£7.00 GBP	U.S. Dollar:	\$10.00 USD
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<b>Records Requests Fee</b>	<p>R\$15.00 (per item), or other currency equivalent.</p> <p>We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.</p>																																																			

#### 4. Fees for Other Pricing Categories.

**a. Micropayments Pricing.** PayPal offers two micropayments pricing programs: (i) Micropayments Fees; and (ii) Micropayments for Digital Goods Fees.

**(i) Micropayments Fees.** If you have signed up for Micropayments Fees, then the following Fees apply to

all the Commercial Payments you receive. If you have both a Micropayments Fees enabled Account and a standard pricing Account, it is your responsibility to correctly route your payments to the appropriate Account, and once a transaction is processed through the Account you selected, you may not request that the transaction be processed through a different Account.

Activity	Micropayments Fee																																																		
Receiving Commercial Payments	<table border="1"> <tr> <td>Domestic payments: 9.5% + Micropayments Fixed Fee*</td> </tr> <tr> <td>International payments: 10.5% + Micropayments Fixed Fee*</td> </tr> </table>	Domestic payments: 9.5% + Micropayments Fixed Fee*	International payments: 10.5% + Micropayments Fixed Fee*																																																
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**ii. Micropayments for Digital Goods.** If you apply and qualify for Micropayments for Digital Goods, then for each transaction involving only Digital Goods, you agree to pay either (i) the Commercial Payment Fees described in Section 2 above or (ii) the Micropayments for Digital Goods Fees, whichever rate results in a lower amount being charged to you for the transaction.

Activity	Micropayments for Digital Goods Fee				
Receiving Micropayments for Digital Goods	<table border="1"> <tr> <td>Domestic payments: 9.5% + Micropayments Fixed Fee*</td> </tr> <tr> <td>International payments: 10.5% + Micropayments Fixed Fee*</td> </tr> </table>	Domestic payments: 9.5% + Micropayments Fixed Fee*	International payments: 10.5% + Micropayments Fixed Fee*		
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Danish Kroner:	0.43 DKK
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Japanese Yen:	¥7.00 JPY
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Mexican Peso:	\$0.55 MXN
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Norwegian Krone:	0.47 NOK
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Polish Zloty:	0.23 PLN
Singapore Dollar:	\$0.08 SGD
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**b. Mass Payments Fee.**

Activity	Mass Payments Fee																								
<b>Sending Mass Payments</b>	<table border="1"> <tr> <td><u>Domestic and International payments*:</u></td> <td>2% of the payment up to a Maximum Mass Payment Fee* per recipient as listed below.</td> </tr> </table> <p>*Mass Payments can only be funded by your PayPal balance. All your payments sent to Brazilians must be in Brazilian Real. You can only make International Mass Payments if you have a balance in foreign currency.</p>	<u>Domestic and International payments*:</u>	2% of the payment up to a Maximum Mass Payment Fee* per recipient as listed below.																						
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Philippine Peso:	50.00 PHP
Polish Zloty:	3.00 PLN
Singapore Dollar:	\$1.60 SGD
Swedish Krona:	9.00 SEK
Swiss Franc:	1.30 CHF
New Taiwan Dollar:	\$33.00 TWD
Thai Baht:	36.00 THB
Turkish Lira:	1.50 TRY
U.K. Pounds Sterling:	£0.65 GBP
U.S. Dollar:	\$1.00 USD

**c. Installment Processing Fee.** If your buyer decides to pay you in installments, the Fee you pay is based on the number of installments selected by the buyer. The Fee is the applicable domestic Commercial Payment Fee as listed in Section 2 above, plus the percentage stated below. PayPal reserves the right to remove your ability to offer installments using the PayPal Services anytime and without prior notice to you.

Number of Installments	Installment Processing Fee in Brazil
2 installments	5.5%
3 installments	6.0%
4 installments	6.5%
5 installments	7.5%
6 installments	8.5%
7 installments	9.5%
8 installments	10.5%
9 installments	11.5%
10 installments	12.5%
11 installments	13.0%
12 installments	13.5%

**5. Bank/Credit Card Fees.** Your bank or credit card company may charge you fees for sending or receiving funds through PayPal. For example, you may be charged currency conversion fees, international transactions fees, or other fees even when your transaction is domestic, and does not require a currency conversion. PayPal is not liable for any fees charged to you by your bank, credit card company or other financial institution based on your usage of PayPal.

#### Amendment to the PayPal User Agreement

Effective Date: Aug 02, 2011

 [Print](#)

- **Amendment to the PayPal User Agreement**

The following will be added to Section 7.2 a of the User Agreement (PayPal Buyer Protection eligibility requirements):

Pay for the full amount of the item with one payment or pay in installments if you have selected to pay in installments under "Payment Options" in a PayPal checkout flow ("PayPal Processed Installments"). Items purchased with multiple payments other than PayPal Processed Installments are not eligible.

#### Amendment to the PayPal User Agreement

Effective Date: May 24, 2011

 [Print](#)

- **In the User Agreement for PayPal Services:**

**Eligibility** section has been amended to reflect that users in Andorra, Russian Federation, Ukraine, Iceland, Norway and Switzerland may hold either one Premier account or one Personal account and one Business account.

- **In the Premier and Business Accounts Policy:**

The Premier and Business Accounts Policy has been amended to reflect that the terms set out in this policy apply specifically to the use of Premier Accounts (if used for commercial purposes only) and Business Accounts through the Services.

### **Amendment to the PayPal User Agreement**

Effective Date: Apr 27, 2011

 [Print](#)

- **In the User Agreement for PayPal Service:**

#### **In Section 17. Country Specific Terms and Conditions – Japan:**

Section 17 for Japan has been revised to include the following:

Notwithstanding Section 15.1, for any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, you or PayPal may elect to resolve the dispute through binding arbitration. In such cases, the arbitration shall be administered by the Japan Commercial Arbitration Association, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Alternatively, notwithstanding Section 15.2, any Claim may be adjudicated by a court of competent jurisdiction located in Japan or where the defendant is located (in PayPal's case, Singapore, and in your case, your home address or principal place of business). You and PayPal agree to submit to the personal jurisdiction of the courts located in Japan.

### **Amendment to the PayPal Fees Policy**

Effective Date: Nov 18, 2010

 [Print](#)

- **Update to the PayPal Fees Policy**

#### **Micropayment Pricing and Micropayments for Digital Goods Fees in Brazil**

The Fee for Brazilian sellers who opt in for Micropayments pricing is changed to 9.5% + Fixed Fee for domestic transactions and to 10.5% + Fixed Fee for international transactions.

The Fixed Fee for Micropayment Pricing is not changed and shall be as listed in the Fees Policy under Micropayments Pricing.

The Micropayments for Digital Goods Fee for Brazilian sellers shall be 9.5% + Fixed Fee for domestic transactions and 10.5% + Fixed Fee for international transactions.

The Fixed Fee for these transactions shall be as listed in the Fees Policy under "Micropayments for Digital Goods."

### **Amendment to the PayPal Fees Policy**

Effective Date: Nov 02, 2010

 [Print](#)

- **Amendment to the PayPal Fees Policy**

#### **Sending Payments Through Mass Payments**

The fees for sending payments through Mass Payments for registered Users in countries other than China and Hong Kong have been clarified to 2% of each payment amount (a maximum fee cap per payment applies, based on payment currency).

The fees for sending payments through Mass Payments for registered Users in China and Hong Kong have been revised as follows:

For Domestic Mass Payments, the fee is 2% of each payment amount (a maximum fee cap per payment applies as follows, based on payment currency):

Australian Dollar:	\$1.25 AUD
Brazilian Real:	R\$2.00 BRL
Canadian Dollar:	\$1.25 CAD
Czech Koruna:	24.00 CZK

Danish Kroner:	6.00 DKK
Euro:	€0.85 EUR
Hong Kong Dollar:	\$7.00 HKD
Hungarian Forint:	210 HUF
Israeli Shekel:	4.00 ILS
Japanese Yen:	¥120 JPY
Malaysian Ringgit:	4.00 MYR
Mexican Peso:	11.00 MXN
New Zealand Dollar:	\$1.50 NZD
Norwegian Krone:	6.75 NOK
Philippine Peso:	50.00 PHP
Polish Zlotych:	3.00 PLN
Singapore Dollar:	\$1.60 SGD
Swedish Krona:	9.00 SEK
Swiss Franc:	1.30 CHF
New Taiwan Dollar:	\$33.00 TWD
Thai Baht:	36.00 THB
U.K. Pounds Sterling:	£0.65 GBP
U.S. Dollar:	\$1.00 USD

For Cross Border Mass Payments, the fee is 2% of each payment amount (a maximum fee cap per payment applies as follows, based on payment currency):

Australian Dollar:	\$60.00 AUD
Brazilian Real:	R\$100.00 BRL
Canadian Dollar:	\$60.00 CAD
Czech Koruna:	1000.00 CZK
Danish Kroner:	300.00 DKK
Euro:	€40.00 EUR
Hong Kong Dollar:	\$400.00 HKD
Hungarian Forint:	15,000 HUF
Israeli Shekel:	200.00 ILS
Japanese Yen:	¥5000 JPY
Malaysian Ringgit:	200.00 MYR
Mexican Peso:	750.00 MXN
New Zealand Dollar:	\$75.00 NZD
Norwegian Krone:	300.00 NOK
Philippine Peso:	2,500.00 PHP
Polish Zlotych:	150.00 PLN
Singapore Dollar:	\$80.00 SGD
Swedish Krona:	400.00 SEK
Swiss Franc:	50.00 CHF
New Taiwan Dollar:	\$2,000.00 TWD
Thai Baht:	2,000.00 THB
U.K. Pounds Sterling:	£35.00 GBP

**Amendment to the PayPal User Agreement, Fees Policy, and PayPal Buyer Protection and Buyer Complaint Policy**

Effective Date: Nov 01, 2010

**• In the User Agreement for PayPal Service:****In Section 1.4: Licence Grant**

A new subsection has been added to state that if you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform then PayPal and its licensors grant you a limited nonexclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation, together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations). If you do not comply with PayPal's instructions, implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal services.

**In Section 4.2.7: Payment Holds**

Section 4.2.7 has been revised to refer to payment holds in general instead of eBay holds only. This means that if either:

- i. you receive a payment that involves the risk of PayPal's position being adversely affected with respect to any liability of yours to PayPal or any third party ("Transaction Risk"); or
- ii. there may be a higher than acceptable level of risk or exposure associated with your Account (based on the information available to PayPal at the relevant time and what in its sole discretion it regards as an acceptable level of risk or exposure to PayPal under all the circumstances),

PayPal may, in its sole discretion (acting reasonably) place a hold on that or any payment. If PayPal places a hold on funds in your Account, we will notify you about it (including, without limitation, how long the hold may last) - the funds will be held in your Reserve Account and those funds will be shown as "pending" in your PayPal Balance.

PayPal will release the hold made on your payment under this provision when PayPal determines that the Transaction Risk; or risk or exposure associated with your Account, no longer exists. For example, for a hold made on a payment for an item purchased on eBay, PayPal may release the hold when the buyer leaves positive feedback or 21 days after the date from which the hold is placed. Please note that, notwithstanding the above, if you receive a Dispute, Claim, Chargeback, or Reversal on the transaction payment subject to the hold, the funds (or an amount equal to the relevant payment) may be held in your Reserve Account until the matter is resolved pursuant to this Agreement.

You agree to provide to PayPal any information as PayPal may reasonably request to allow PayPal to determine whether the Transaction Risk or risk or exposure to your Account has passed. You may close your Account if you object to the hold under this provision. If your Account is closed for any reason, PayPal has the right to hold a payment under this provision for a period of up to 180 days from the date the complete obligations under the contract for sale (to which the payment in question relates) have been discharged.

**In Section 5.2: Restricted Activities**

Section 5.2 has been updated to expand the list of Restricted Activities, to include: (o) cause PayPal to receive excessive complaints regarding your Account or business; or (p) present to PayPal a risk of non-compliance with PayPal's anti-money laundering obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with the terms of this User Agreement).

**• In the Fees Policy:****Personal Payments**

The cross-border personal transactions fee for payments sent to users in Brazil will be changed to 1% when the payment method is exclusively Balance or Bank, and 7.4% plus a fixed fee (depending on currency of the payment) when entirely or partially funded by a debit card or credit card.

The section on Personal Transactions has been amended to clarify the countries/ circumstances in which you can and cannot send or receive personal transaction payments and how and when fees are incurred for

sending personal transaction payments. In particular, China registered Users may no longer send personal payments.

#### Commercial Transactions - Receiving (Selling) for Domestic Payments

Only for balance funded domestic payments to a China registered Account, the transaction fees of 1.5% + \$0.30 USD will apply, regardless of the relevant monthly sales volume.

There is currently no change to the fees for such credit card funded payments.

#### Additional Fees – Currency Conversion Processing Fee

The Currency Conversion Processing Fee for payments sent from Norway registered Users to Users registered in Hong Kong or China (only where such Currency Conversion Processing Fee is payable by the Norway registered User), has been increased to 5% above the exchange rate obtained by PayPal.

- **In the PayPal Buyer Protection Policy and Buyer Complaint Policy:**

#### PayPal Buyer Protection.

The list of items not eligible under the PayPal Buyer Protection Policy, has been revised to exclude:

1. Classified advertisements or eBay classified type listings (however, Marktplaats listings are eligible in accordance with their terms)

The category on "office and factory equipment" in the list of items that are not eligible, has also been revised to "Industrial machinery used in manufacturing".

PayPal Buyer Protection has also been expanded to include Significantly Not As Described Items ("SNAD") purchases made outside of eBay.

### Amendments to the PayPal User Agreement

Effective Date: Sep 22, 2010



- **Amendments to the PayPal User Agreement**

In the **User Agreement for PayPal Service:**

**In Section 1.4: Third Party Permissions.** A new subsection has been added to Section 2 (Accounts) that relates to permissions you grant to third parties. It describes how to set third party permissions for your Account, and explains that if you grant a third party permission to take actions on your behalf you allow PayPal to disclose certain information about your account to this third party. It also states that you agree that you will not hold PayPal responsible for, and will indemnify PayPal from any liability arising from the actions or inactions of a third party in connection with the permissions you grant.

**In Section 5.2: Restricted Activities.** Section 5.2 has been updated to expand the list of Restricted Activities, to include: (i) the transfer of your PayPal for monetary consideration; and (ii) the integration of PayPal Services in a manner inconsistent with PayPal's guidelines.

In the **Fees Policy:**

**Personal Payments on Third Party Sites and Applications.** The section on Personal Transactions has been updated to reflect that if you send a Personal Payment from a third party website or application, then the third party may determine if the sender or recipient of the Personal Payment will pay the Personal Payment fee. Whether the sender or recipient will pay the fee will be disclosed to you by the third party before the Personal Payment is initiated.

**Micropayments for Digital Goods Fees.** A digital goods micropayments rate has been added. If you apply for and qualify for Micropayments for Digital Goods, then for transactions involving only digital goods, you agree to pay either (i) the standard fees for commercial transactions as set out in the Fees Policy, or (ii) the following fees, whichever rate results in a lower amount being charged to you for the transaction. To qualify for Micropayments for Digital Goods, you must submit an application, be approved by us, agree to additional terms and conditions set forth in Section I(i) of our Payments Policy, and have an account in good standing.

- a. **Domestic Micropayments for Digital Goods Fees.** The following fees apply when the sender and recipient are both registered with PayPal with the same country of residence, and the payment is in the local currency (where available):

Activity	Micropayments for Digital Goods Fee
Sending (buying)	Free
Receiving (selling)	5% + Fixed Fee**

- b. **International Micropayments for Digital Goods Fees.** The following fees apply when the sender and recipient are registered with PayPal with the same different countries of residence. This fee is based on the country of the recipient:

Activity	Micropayments for Digital Goods Fee
Sending (buying)	Free*

Receiving (selling)	6% + Fixed Fee**
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\* Your financial institution may charge fees directly to the card you use to fund a cross-border payment even where no currency conversion is involved.

\*\* See Section (c) below for detailed list of fixed fees.

- c. **Fixed Fees.** The Fixed Fee that applies to International Micropayments for Digital Goods is based on the currency of the payment:

Currency	Fee	Currency	Fee
Australian Dollar:	<b>\$0.05 AUD</b>	New Zealand Dollar:	<b>\$0.08 NZD</b>
Brazilian Real:	<b>0.10 BRL</b>	Norwegian Krone:	<b>0.47 NOK</b>
Canadian Dollar:	<b>\$0.05</b>	Philippine Peso:	<b>2.5 PHP</b>
Czech Koruna:	<b>1.67 CZK</b>	Polish Zlotych:	<b>0.23 PLN</b>
Danish Koruna:	<b>0.43 DKK</b>	Singapore Dollar:	<b>\$0.08 SGD</b>
Euro:	<b>€0.05 EUR</b>	Swedish Krona:	<b>0.54 SEK</b>
Hong Kong Dollar:	<b>\$0.39 HKD</b>	Swiss Franc:	<b>0.09 CHF</b>
Hungarian Forint:	<b>15 HUF</b>	Taiwan New Dollar:	<b>2.00 TWD</b>
Israeli Shekel:	<b>0.20 ILS</b>	Thai Baht:	<b>1.8 THB</b>
Japanese Yen:	<b>¥7 JPY</b>	U.K. Pounds Sterling:	<b>£0.05 GBP</b>
Mexican Peso:	<b>\$0.55 MXN</b>	U.S. Dollar:	<b>\$0.05</b>

#### Fees Policy, Personal Transaction Fees (Brazil):

##### Domestic Personal Transactions Fee (Brazil).

The domestic personal transaction fee will increase from 3.4% to 6.4%.

##### Fees Policy, Receiving (Selling) Fees (Brazil).

The Domestic Transactions Fee will increase as follows:

New Brazil Transaction Fees	Monthly Sales Volume
6.4% + Fixed Fee	R\$0.00 - \$6,000.00
5.9% + Fixed Fee	R\$6,000.01 - \$20,000.00
5.7% + Fixed Fee	R\$20,000.01 - \$200,000.00
5.4% + Fixed Fee	R\$200,000.01 and over

The Cross-Border Transactions Fee will increase as follows:

New Brazil Transaction Fees	Monthly Sales Volume
7.4% + Fixed Fee	R\$0.00 - \$6,000.00
6.9% + Fixed Fee	R\$6,000.01 - \$20,000.00
6.7% + Fixed Fee	R\$20,000.01 - \$200,000.00
6.4% + Fixed Fee	R\$200,000.01 and over

The fixed fee will increase from R\$0.4 to R\$0.6.

#### Fees Policy, Additional Fees, Currency Conversion Processing Fee

For users in Brazil, the currency conversion processing fee shall be increased to up to 3.5%, from 2.5%.

#### Fees Policy, Additional Fees (Brazil):

Installments Processing Fees will increase as follows:

Number of Installments	New Installment fee in Brazil
2 installments	5.5%

3 installments	6.0%
4 installments	6.5%
5 installments	7.5%
6 installments	8.5%
7 installments	9.5%
8 installments	10.5%
9 installments	11.5%
10 installments	12.5%
11 installments	13.0%
12 installments	13.5%

**In the Payments Policy:**

**PayPal Mobile.** A new subsection l(h) has been added in relation to the Services allowing you to send and receive payments through your mobile phone, which is only available in certain countries. This section highlights that if you use PayPal Mobile to conduct a transaction that requires currency conversion, a currency conversion will be performed and PayPal will charge you the currency conversion processing fee listed in our Fees Policy. Your phone service provider may also charge you additional fees, such as fees for SMS, data services, if you use PayPal Mobile.

**Digital Goods Micropayments Purchases.** If you purchase Digital Goods from certain Merchants using PayPal, we may offer you the option to pay for these goods on a later date, at no additional cost to you ("Post Payment Option"). We may offer you this option at our discretion, which we may revoke at any time. The Post Payment Option is only enabled if you have no Balance in your Account. The amounts paid by you using the Post Payment Option will be deducted from your Account on a specific date, no more than 21 days following your initial purchase, or when your Digital Goods purchases using the Post Payment Option reach a certain amount, whichever is earlier. This date and amount will be stated in your transaction details shown under History in the My Account tab in your Account. If you elect to use the Post Payment Option but you subsequently change your preferences (by selecting your Micropayment Preferences through the Profile tab in your Account) to pay for these purchases at the time you make them then for a period of six months you will not be able to change back to the Post Payment Option.

**Micropayments for Digital Goods.** A new subsection 4 has been added to Section III ("Receiving Payments") relating to reversals of transactions involving digital goods. This new subsection sets out that users have to submit an application for approval in order to qualify to receive Micropayments for Digital Goods, and states that by applying for Micropayments for Digital Goods, a Merchant must agree that for Digital Goods transactions between particular minimum and maximum values (varies by country), if a buyer opens a Dispute under the PayPal Buyer Complaint Policy, PayPal may reverse the transaction and remove the funds from the Merchant's Account without requiring the buyer to escalate the Dispute to a Claim. A buyer will be limited to no more than three such reversals per month for Disputes filed with all Micropayments for Digital Goods Merchants. After reaching this maximum a buyer will be required to follow PayPal's standard dispute resolution process for any additional Disputes they file.

**In the PayPal Buyer Protection Policy and Buyer Complaint Policy:**

**PayPal Buyer Protection.** The list of items not eligible under the PayPal Buyer Protection Policy, has been revised to include:

1. Any item that is prohibited under the PayPal Acceptable Use Policy
2. Intangibles
3. Services
4. Custom made items
5. Travel Ticket (including without limitation, airline flight tickets)
6. Classified advertisements or eBay classified type listings (however, Marktplaats listings are eligible in accordance with their terms)
7. Licenses and other access to digital content
8. Vehicles (including, without limitation, motor vehicles, caravans, aircraft and boats)
9. Real estate (including, without limitation, residential property)
10. Businesses
11. Office or factory equipment
12. Items that violate eBay's Prohibited or Restricted Items Policy
13. Items equivalent to cash (including, without limitation, gift cards)
14. Items purchased using Website Payments Pro or Virtual Terminal (if applicable)
15. Personal transaction payments

**Special terms for Digital Goods Micropayment Disputes and Claims.** A new subsection (e) has been added to the Buyer Complaint Policy relating to reversals of transactions involving digital goods. PayPal may limit the number of these reversals you benefit from, to prevent abuse of this process. If these reversals are



limited, you will still be able to file a Dispute and follow PayPal's standard dispute processes described in this policy to attempt to resolve the issue with the Merchant directly.

## Amendment to the PayPal Privacy Policy

Effective Date: Jul 13, 2010

 [Print](#)

### • Amendment to the PayPal Privacy Policy

#### 1. Preamble

Scope of the policy has been updated to include "products, services or any other features, technologies or functionalities offered by us on our website or through any other means (collectively "the PayPal Services)."

The text of the policy has been adjusted throughout to reflect this change.

#### 2. New section has been added – entitled: Binding corporate rules.

##### Binding Corporate Rules

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

#### 3. How we collect information about you

Language has been updated to include that PayPal collects information from your "interactions with Members of the eBay corporate family, and from other companies."

Language about collecting information in ways "not specifically described" has been removed.

#### 4. How we use cookies

This section has been updated to include the following language:

We and our service providers also use cookies to customize the PayPal services, content and advertising; measure promotional effectiveness, and promote trust and safety.

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

#### 5. How we use the personal information we collect

In the sixth bullet, "send you" has been replaced with "deliver"

#### 6. New Section has been added entitled: Marketing

##### Marketing

We don't sell or rent your personal information to third-parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize the PayPal services, content and advertising. If you don't wish to receive marketing communications from us or participate in our ad-customization programs, simply indicate your preference by logging into your account going to the Profile subtab under the My Account tab and adjusting your preferences under Account Information or by following the directions provided with the communication or advertisement.

#### 7. How we share personal information with other PayPal users

The following wording has been added:

In addition, this and other information may also be shared with third parties when you use these third parties to access PayPal services. Unless you agreed to it, these third parties are not allowed to use this information for any purpose other than to enable the PayPal Services.

And examples of data that may be shared by third parties with us have been added to this section.

We have clarified the cases in which we may be required to disclose credit card number or bank account number to include compliance with "Credit card association rules".

#### 8. How we share personal information with other parties

In the first bullet, "Skype" has been removed and "products" has been inserted between "joint content" and "and services".

"Credit Card association rules" has been added to the disclosure about sharing data for legal compliance purposes.

Wording has been added to clarify information submitted on a third party website and not directly to

## Amendment to the PayPal User Agreement

Effective Date: May 24, 2010

 [Print](#)

- **Amendment to the PayPal User Agreement**

### **In the Fees Policy:**

The fees for cross-border personal transactions and cross-border commercial payments, shall be increased by 0.5% each, in respect of users in Hong Kong, Taiwan and Singapore only.

## Amendment to the PayPal User Agreement

Effective Date: May 11, 2010

 [Print](#)

- **Amendment to the PayPal User Agreement**

**In Section 9:** If you are an eBay seller, eBay requires that you comply with the eBay Buyer Protection resolution process. As such, you have provided eBay with permission to make a final decision on a claim that a buyer files against you directly with eBay. If eBay makes a final decision that you lose a claim, you agree to allow PayPal to remove funds from your PayPal Account in order to reimburse eBay for your liability. Any claim filed directly with eBay are not covered by PayPal Seller Protection.

PayPal offers protection to buyers in the United Kingdom (UK) for Significantly Not as Described Claims ("SNAD") for purchases made with any merchant even when the purchase is not an eBay transaction. If you sell to a buyer with a UK PayPal Account and the buyer files a SNAD Claim, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal fees. If you lose a SNAD Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed).

### **SNAD Definition**

An item is Significantly Not as Described if it is materially different than what the seller described in the item listing. Here are some examples:

- The buyer received a completely different item. Example: The buyer purchased a book and received a DVD or an empty box.
- The condition of the item was misrepresented. Example: The listing said "new" and the item was used.
- The item was advertised as authentic but is not authentic.
- The item is missing major parts or features which were not disclosed in the listing.
- The buyer purchased three items from a seller but only received two.
- The item was damaged during shipment.

An item is **not** Significantly Not as Described if it is materially similar to the seller's item listing description. Here are some examples:

- The defect in the item was correctly described by the seller.
- The item was properly described but the buyer didn't want it after he or she received it.
- The item was properly described but did not meet the buyer's expectations.
- The item has minor scratches and was listed as used condition.

### **In Section 17 For Brazilian Users:**

Please be advised that the PayPal services are provided by PayPal Pte. Ltd., a Singapore company. Because you are doing business with a foreign company, you are legally required to pay taxes based on the fees that you have paid to PayPal Pte. Ltd., as follows:

- Withholding tax to the Federal Revenue of 25%
- CIDE tax to the Federal Revenue of 10%
- ISS tax to your local municipality of 2-5% (please check with your accountant or tax advisor to get the correct amount)

To determine your tax liability, you must first determine the amount of fees that you have paid to PayPal. To do so, please take the following steps:

- Log into your PayPal account;
- Click the "My Account" tab;
- Click on "View all my transactions"
- Sort by the appropriate tax year;

- Add up all the amounts listed as "Fee"

**In Section 17 for South African Users:**

You are required to comply with South African exchange control regulations. This means that:

1. If you receive amounts into your PayPal balance from a PayPal user:
  - a. you may not send those amounts to another PayPal user for a purchase or for any other reason.
  - b. you must withdraw the amounts in your PayPal balance to your FNB bank account\* within 30 days of receipt of funds.
2. If you would like to send amounts to another PayPal user:
  - a. you must do so either with the credit card associated with your PayPal account, or by doing a Top Up to your PayPal balance from your FNB bank account\*.
  - b. For purchases using Top Up, you must do a separate Top Up for each purchase.

\* FNB charges a fee for each Top Up and Withdrawal. Please see the FNB website for more information.

**In the PayPal Buyer Protection Policy and Buyer Complaint Policy:**

PayPal has expanded its Buyer Protection Policy to include coverage to buyers for Item Not Received Claims ("INR"), for purchases made with any merchant even when the purchase is not an eBay transaction.

**Amendment to PayPal User Agreement and Payments policy**

Effective Date: Oct 14, 2009



- **Amendment to the User Agreement and underlying policies**

Beginning 14 October 2009, the PayPal User Agreement, Payments policy and buyer protection policy will be modified to include several new currencies as holding currencies and add additional withdrawal countries and the related fees and charges have been modified to include these new currencies. New currencies include: Philipino Peso, Taiwanese Dollar, Thai Baht, Malaysian Ringgit, Argentinean Peso, and Brazilian Reais. Bank account withdrawal countries being added include Vietnam, Malaysia, Argentina, and Brasil. Several of these currencies are restricted currencies and not all PayPal features will be available with regards to a restricted currency and not all customers will have access to restricted currencies.

In addition, for Malaysian resident customers, PayPal has made specific modifications to the User Agreement as required by Bank Negara Malaysia regarding your rights as consumers in Malaysia accessing the PayPal services.

The governing law section of the User Agreement applicable to Malaysian residents has been modified as follows:

"For Malaysian residents who register for the PayPal service with a Malaysian address, this Agreement is governed by and interpreted under the laws of Malaysia as such laws are applied to agreements entered into and to be performed entirely within Malaysia."

In addition, PayPal is required as a designated payment instrument under Malaysian law to provide the following useful information to Malaysians:

Malaysian customers of PayPal can contact BNMLINK and BNMTELELINK for information, inquiries or redress in the areas of conventional and Islamic banking, insurance and takaful, advisory services for small and medium enterprises, foreign exchange administration and other matters under Bank Negara Malaysia's jurisdiction.

The contact details for BNMTELELINK are:

BNMTELELINK  
Jabatan Komunikasi Korporat  
Bank Negara Malaysia  
P.O.Box 10922  
50929 Kuala Lumpur

Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

BNMLINK and BNMTELELINK operating hours are from:  
Monday - Friday, 9.00 a.m. - 5.00 p.m.

- **Modification to the Personal Payment Fees for domestic Japanese transactions**

The fees for personal payments received on or after October 14, 2009 for domestic Japanese transactions are being modified from:

3.4% + ¥40 JPY

to be the following:

3.6% + ¥40 JPY

All other fees shall remain the same.

## Amendment to Merchant Referral Bonus Policy and fees for receiving purchase payments for domestic Japanese Transactions

Effective Date: Aug 19, 2009

 [Print](#)

### • Amendment to the Merchant Referral Bonus Policy

Beginning August 19, 2009, the PayPal Merchant Referral Bonus Policy will be modified to increase the Payout Period from 6 months to 12 months.

Modification to the Purchase Payment Fees for domestic Japanese transactions

The fees for purchase payments received on or after August 19, 2009 for domestic Japanese transactions are being modified to be the following, all other fees shall remain the same:

#### Fees for receiving purchase payments

Fees to receive payments for purchases of goods and services vary depending on monthly sales volume.

Purchase payments received (monthly)	Fee per transaction
\$0.00 USD - \$3,000.00 USD	3.6% + ¥40 JPY
\$3,000.01 USD - \$10,000.00 USD	3.4% + ¥40 JPY
\$10,000.01 USD - \$100,000.00 USD	3.2% + ¥40 JPY
> \$100,000.00 USD	2.9% + ¥40 JPY

## Amendment to the PayPal User Agreement and Buyer Complaint and Buyer Protection Policy

Effective Date: Jun 03, 2009

 [Print](#)

### • Amendment to the PayPal User Agreement and Buyer Complaint and Buyer Protection Policy

Beginning June 3, 2009, PayPal will introduce several changes to its User Agreement and Buyer Complaint and Buyer Protection Policy. **PayPal's Buyer Complaint and Protection Policy is expanding to include additional countries.**

The PayPal User Agreement is being modified as follows:

**Section 4.2 entitled Risk of Reversal of Payments and the Seller Protection Policy ("SPP") is being added. Under this new provision, Sellers of tangible items on eBay websites will be eligible for seller protection for claims of Item not received and reversals relating to credit card chargebacks. The full terms are as follows:**

#### 4.2 Risk of Reversal of Payments and the Seller Protection Policy ("SPP").

4.2.1 Definitions. For the purposes only of this section 4, the terms set out below are defined as follows:

- a. "Approved Postage Service" means a postage service offering services that meet PayPal's standards as set forth herein for Proof of Shipment.
- b. "Disputed Payment" means a payment via PayPal which is the subject of a Seller Protection Reversal.
- c. "Item Not Received" means goods are purchased on an eligible eBay website but not received by the buyer.
- d. "Merchandise" means the item purchased through an eBay website associated with the Disputed Payment and applies to **tangible items only**.
- e. "[Proof of Shipment](#)" means any of the acceptable standards for proof of shipment, as set out in PayPal's Proof of Shipment requirements page, available in PayPal's Security Centre at [www.paypal.com](http://www.paypal.com) clicking on "Selling Safely" and locating "How we Help Protect Sellers".
- f. "Seller Protection Reversal" occurs when PayPal places a hold on funds in your account under any of the following circumstances:
  - i. A credit card or debit card chargeback has been requested by an eBay buyer where the sender of the payment was using improperly obtained funds or a fraudulent payment has been made.
  - ii. A credit card or debit card chargeback has been requested by an eBay buyer for the reason of Item Not Received.
  - iii. A claim filed via the PayPal Online Dispute Resolution process has been requested by an eBay buyer where the sender of the payment was using improperly obtained funds or a fraudulent payment has been made.

- iv. A claim filed via the PayPal Online Dispute Resolution process has been requested by an eBay buyer for the reason of Item Not Received.
- v. PayPal reverses a payment for an eBay item it believes to be fraudulent.
- vi. A bank reverses a payment for an eBay item it believes to be fraudulent.

"Transaction Details Page" means the page on the PayPal website titled "Transaction Details" that displays information about the transaction. This page is accessible from the "Details" link on the "Overview" and "History" subtabs of the "My Account" tab on the PayPal website.

#### 4.2.2 Risk of Reversals of Payments and the Seller Protection Policy ("SPP").

- a. **Risks of Reversals.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties, and other liability incurred by PayPal, a PayPal User, or a third party. In the event of any of these events, you will owe PayPal for the amount of the reversal, chargeback, Claim, plus any fees imposed on or incurred by PayPal as a result of the reversal or chargeback. PayPal will seek to recover these funds from you by debiting your PayPal balance and, if there are not sufficient funds in your PayPal balance, PayPal reserves the right to take your account negative and to collect your debt to PayPal by any other legal means.
- b. **Seller Protection Policy.** However, under the Seller Protection Policy, sellers on eBay websites, listed below will not owe PayPal any amounts in connection with a Seller Protection Reversal that results from a Disputed Payment and where the relevant transaction meets the applicable eligibility requirements, set out in section 4.2.3.

#### 4.2.3 Transaction Eligibility Requirements for the Seller Protection Policy.

Subject to the limitations set forth below a transaction (where the buyer makes a PayPal payment on or after June 3, 2009) will be eligible for protection under the Seller Protection Policy where the following requirements are met:

- You sold the Merchandise via an eBay website; and
- You provide PayPal with valid Proof of Shipment of the Merchandise; and
- You are a PayPal customer in a country that has both receive and withdraw capabilities; and
- You sent the Merchandise to the address specified by the sender of the payment which is highlighted on your account Transaction Details Page or otherwise notified to you by PayPal through a PayPal application programming interface ("API").

#### 4.2.4 Limitations on the Seller Protection Policy.

Note: The item must be listed and sold on eBay and paid for with PayPal. Sellers must provide one Proof of Shipment for each separate PayPal payment. The Seller Protection Policy will **not** apply to a transaction if any of the following apply:

- i. You combine eBay items purchased through separate PayPal payments into a single shipment,
- ii. You accept more than one payment for a single eBay transaction,
- iii. You do not provide Proof of Shipment or respond to PayPal's other requests for information in a timely manner as specified by PayPal,
- iv. The item sold was an intangible good, quasi-cash, gift certificate, downloadable or streaming content, a business, real estate, license for digital content, motor vehicle (including cars, motorcycles, boats, and planes) or a service,
- v. You hand deliver the item,
- vi. The buyer has claimed that the item was significantly not as described (SNAD), or
- vii. You have not complied with the terms of the PayPal User Agreement, the PayPal Acceptable Use Policy, any PayPal policy or any specific directions provided by PayPal.

#### 4.2.5 Seller Protection Process.

- i. If a Seller Protection Reversal occurs for a specific transaction, PayPal will send you an email to let you know that it will place a temporary hold on the funds in your PayPal account to cover the amount of the Seller Protection Reversal and will ask you to provide Proof of Shipment and any other information that PayPal may require to enable it to assess and determine if the transaction meets the eligibility requirements set out at section 4.2.3 above.
- ii. If PayPal determines in its sole discretion that the transaction meets the eligibility requirements, then PayPal will lift the temporary hold and restore the funds to your PayPal account.
- iii. If PayPal determines that the transaction does not meet the eligibility requirements, then PayPal will return the funds to the buyer's account or other rightful owner and the funds which have been on temporary hold will be debited from your PayPal account, together with any fees imposed on or incurred by PayPal as a result of the Seller Protection Reversal. If there are not sufficient funds in your PayPal balance, PayPal reserves the right to take the account negative and collect your debt to PayPal by any other legal means.
- iv. In the event that you receive an excessive or unreasonable number of Seller Protection Reversals, as determined by PayPal in PayPal's sole discretion, having regard to all the relevant circumstances, PayPal may notify you that you are hereby excluded from this policy and take any other actions pursuant to the User Agreement.
- v. PayPal reserves the right, in its absolute discretion, to terminate or amend the terms and conditions of the Seller Protection Policy or the transaction eligibility requirements at any time.

**4.2.6 PayPal's Right to Hold Funds.** In order to ensure the integrity of a transaction PayPal reserves the right to hold funds or proceeds from transactions by placing them in a "pending" or hold status beyond the normal distribution period. PayPal may do this in order to mitigate risk related to transactions it considers suspicious.

**4.2.7 eBay Item Holds.** PayPal may, in its sole discretion, determine to place a hold on a payment you receive for an eBay transaction, based on the reasonable belief that there may be a risk associated with the transaction. Such a hold will show as "pending" in your PayPal Account. PayPal will release the eBay transaction hold after 21 days from the date the hold is placed, unless you receive a dispute, claim, chargeback, or reversal on the transaction subject to the hold, in which case PayPal may hold the payment until the matter is resolved pursuant to this Agreement. PayPal may choose to release the hold earlier if the buyer leaves positive feedback on eBay or where PayPal is otherwise satisfied that the transaction has completed successfully.

**4.2.8 Reserves for Premier and Business Accounts.** PayPal, in its sole discretion, may place a reserve on funds held in your Premier or Business Account when PayPal believes there may be an increased level or risk associated with your account. If PayPal places a reserve on funds in your Account, the will be shown as "pending" in your PayPal Account. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the reserve. The terms may require that a certain percentage of the amounts received in your Account are held for a certain period of time, or that a certain amount or percentage is held in reserve. PayPal may change the terms of the reserve by providing you with notice of the new terms. In the event you do not agree to the terms of the reserve, you may terminate your account with PayPal.

### Amendment to the PayPal Acceptable Use Policy

Effective Date: Jun 03, 2009



- **Prohibited Activities**

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

**Prohibited Activities**

You may not use the PayPal service for activities that:

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

### Amendment to the User Agreement and Related Policies

Effective Date: Feb 11, 2009



- **Amendment to the User Agreement and Related Policies**

Beginning 11 February 2009 the User Agreement and several of its underlying policies will be amended as follows:

The Buyer Complaints and Protection policy will be amended to more clearly set out the coverage available to users located around the world. The substance of the policy remains the same.

A new Merchant Referral Bonus Policy is being introduced for PayPal merchants located outside of the United States, Canada, Australia and European Union countries. Now, rather than merchants contracting with PayPal Inc for the bonus policy, merchants are able to participate in the bonus program through PayPal Private Limited. For those merchants who already participate, this simply means the program is paid out by PayPal Private Limited the PayPal entity that provides the PayPal service to you today, rather than PayPal, Inc.

### Amendment to the PayPal Acceptable Use Policy

Effective Date: Nov 05, 2008



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

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

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

**Prohibited Activities**

You may not use the PayPal service for activities that:

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

### Amendment to the PayPal Payments Policy

Effective Date: Sep 03, 2008



- **Adding Funds to your account (Topping up)**

Beginning 3 September 2008, PayPal will introduce a new method to add funds to your PayPal Account in select countries.

- Topping up.** PayPal customers in the following countries may add funds to their PayPal Account via bank transfer from their local bank accounts: Italy, Ireland, Belgium, Austria, Denmark, Greece, Portugal, Poland, Finland, Hungary, Czech Republic, Luxembourg, Singapore, Hong Kong and Mexico. Funds may be used for the purchase of goods or services over the internet. Due to bank processing times, it may be a few days from your initiation of the transfer that the funds will appear in your PayPal Account.
- Fees.** PayPal will not charge you a fee for topping up from a bank account, however, your financial institution may charge you a fee to send the funds to PayPal. Please check with your bank prior to sending funds.
- Limitations.** Only customers in the countries listed above may add funds to their PayPal Account via bank transfer. The funds must come from your bank account into a PayPal Account with the same name as the registered account holder. In the event you attempt to send funds from an account wherein the name on the PayPal Account and the name on the bank account do not match, the funds transfer may be rejected by PayPal. You will be liable for any fees incurred for attempted transfers to accounts that do not have the same registered owner. For fraud, risk and regulatory reasons, PayPal reserves the right to limit the amount that may be topped up at any time.
- Redemption.** Top up funds may be redeemed for good or services from other PayPal customers and may be refunded to your registered bank account, where available and in accordance with PayPal's withdrawal policies as shown below.

### **Amendment to the Privacy Policy**

Effective Date: Jul 09, 2008

 [Print](#)

- **Amendment to the Privacy Policy**

Beginning 9 July 2008 PayPal will have a newly revised privacy policy. The new privacy policy will have the following sections:

1. How we collect information about you
2. How we use cookies
3. How we protect and store personal information
4. How we use the personal information we collect
5. How we share personal information with other PayPal users
6. How we share personal information with other parties
7. How you can control our communications with you
8. How you can access or change your personal information
9. How you can contact us about privacy questions

The main purpose of this revision is to present our policy in a clearer and more concise format, however we have made some minor changes as to how we process your personal information.

### **Amendment to User Agreement, Fees Policy, Payments (Sending, Receiving, and Withdrawals) Policy, and Premier and Business Account Policy.**

Effective Date: Jul 09, 2008

 [Print](#)

- **Amendment to User Agreement, Fees Policy, Payments (Sending, Receiving, and Withdrawals) Policy, and Premier and Business Account Policy.**

Effective 9 July 2008, PayPal Private Limited will be amending the above mentioned policies to reflect several changes to its product. These changes include clarification on the customer's relationship with PayPal, several guidelines on the use of PayPal on eBay, and the reduction of the fees associated with Return Fees for Withdrawals through ACH. The changes are as follows:

Section 2.1 the fourth paragraph will be changed to read as follows:

By initiating and making payments through the Service or, where available, adding funds to your balance, you authorize PayPal to charge your credit/debit card or to instruct your financial institution to obtain the funds on your behalf, and to send the funds to the recipient that you designate or into PayPal's Pooled Account, subject to the terms and restrictions of this Agreement. When you initiate a payment, PayPal will offset funds from the Pooled Account for your benefit to the recipient. When you make a payment, until that payment clears our risk checks and is accepted by the recipient (which may occur instantly or take a few days), you remain the owner of those funds and PayPal holds those funds for your benefit, but you will not be able to withdraw those funds or send the funds to any other recipient unless you cancel the initial transaction.

A new Section is added regarding your offering of PayPal on eBay which will read as follows:

6.5 Use of PayPal on eBay. Sellers who offer PayPal as a payment method in their eBay listings must follow these requirements:

- a. Accept PayPal if the eBay listing includes PayPal as a payment method.
- b. Accept all PayPal funding sources from a buyer, including but not limited to eCheck and credit cards.
- c. Have a Premier or Business account or be willing to upgrade to a Premier or Business account upon receipt of a payment.
- d. Accept international PayPal transactions if the eBay listing offers shipping outside of their country.
- e. Sellers may not charge a surcharge for accepting PayPal as a payment method.

### **Amendment to the PayPal User Agreement**

Effective Date: Mar 05, 2008



#### • **Amendment to the PayPal User Agreement**

Beginning 5 March 2008, PayPal will amend the terms of its User Agreement, Fees Policy to clarify certain provisions and remove information pertaining to customers in other jurisdictions.

### **Amendment to User Agreement and Buyer Complaint Policy**

Effective Date: Oct 25, 2007



#### • **Amendment to User Agreement and Buyer Complaint Policy**

The PayPal User agreement and the Buyer Complaint Policy and PayPal Buyer Protection program will be amended to clarify certain points regarding qualified shipping and delivery methods. In addition, the User Agreement will be modified to: 1) prohibit the beneficial ownership of Personal and Premier accounts, 2) prohibit the designation of an agent or other third party controlling a personal or premier account, and 3) to clarify the use of electronic records in disputes and law suits. In addition several clarifications will be made in the policies related to new product features including payment reviews for certain users.

### **Amendment to Section 2.8 of the PayPal User Agreement**

Effective Date: Aug 23, 2007



#### • **Amendment to Section 2.8 of the PayPal User Agreement**

Beginning 23 Aug. 2007, section 2.8 of the PayPal User Agreement is being amended to allow PayPal to hold your funds for up to 180 days and fine you up to \$2,500 USD (increased from \$500) for the following violations of the Acceptable Use Policy:

- a. Using the Service to receive payments for any sexually oriented or obscene materials or services in violation of the Acceptable Use Policy; or
- b. Using the Service to receive payments for any narcotics, other controlled substances, steroids or prescription drugs in violation of the Acceptable Use Policy; or
- c. Using the Service to receive payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity in violation of the Acceptable Use Policy; or
- d. Using the service to receive payments for tobacco products in violation of the Acceptable Use Policy.

### **Amendment to the Preapproved Payments Policy**

Effective Date: May 03, 2007



#### • **Amendment to the Preapproved Payments Policy**

Beginning 03 May 2007, the PayPal Preapproved Payments Policy will be amended to set out the terms of PayPal's recurring billing functionality. In particular, the policy will be amended to set out the terms by which a buyer provides an advance authorisation to a merchant to allow that merchant to receive payments from the buyer's PayPal Account directly on a one-time, regular or sporadic basis in accordance with the buyer's agreement with the merchant. The name of the policy will be changed to PayPal Billing Agreement for Recurring Payments.

### **Amendment to the User Agreement and policies**

Effective Date: Mar 08, 2007



#### • **Amendment to the User Agreement and policies**

Beginning March 8, 2007, PayPal will amend the terms of its User Agreement, Fees and Payments (sending,



Receiving and Withdrawals) Policy to permit Personal Account Holders to accept up to five credit card payments for a fee. Credit Card Payments in excess of 5 must either be rejected, or users must upgrade their account to a Premier or Business account.

### **Amendment to the PayPal User Agreement**

Effective Date: Jan 17, 2007

 [Print](#)

- **Amendment to the PayPal User Agreement**

Updated the US version of the User Agreement to provide concise and clearer language to help users understand PayPal's terms and conditions of use. Updated the PayPal Buyer Protection Policy for all European countries. Updated the Australian version of the User Agreement and Product Disclosure Statement. Updated the Gift Voucher Terms, Gift Voucher Merchant Terms And Conditions, and Gift Voucher Merchant Policy for US, Australia and all European countries to clarify the obligations of PayPal, the merchant, the purchaser and the recipient, and to clarify the terms surrounding the funding of the Gift Vouchers. Updated Section b., Receiving Payments, of the Fees Policy for all European countries. In the Withdrawals section of the Payments (Sending, Receiving and Withdrawals) Policy for the Czech Republic, updated the list of countries eligible for registering a local bank account. Added further information on PayPal's use of credit reference agencies in connection with customers who apply for and/or use the PayPal Website Payments Pro product to the Privacy Policy for all European countries. Changed the currency from GBP to EURO in Section 2.7, Liability, of the Spanish version of the User Agreement. Added a Financial Services Acceptable Use Policy for all countries. Added a Charities and Non-Profit Organisations Acceptable Use Policy for all European countries and Australia. Updated the Prescription Drugs and Devices, Illegal Drugs & Paraphernalia, Firearms, Weapons, and Knives, and Money Service Businesses Acceptable Use Policies for US. Updated the PayPal's Weapons and Knives and Firearms, Ammunition, Replicas, and Militaria Acceptable Use Policies for all European countries.

### **Amendment to the PayPal User Agreement**

Effective Date: Jan 11, 2007

 [Print](#)

- **Amendment to the PayPal User Agreement**

Beginning January 11, 2007 PayPal will have a newly revised user agreement.