

# Past Policy Updates

## **Amendments to the PayPal User Agreement**

**Effective Date: October 25, 2018**

We're updating PayPal User Agreement ("Agreement"), the document that governs the terms and conditions under which the PayPal Services are provided to PayPal Users.

Below you will find a summary of the main updates we are making to the Agreement.

- We will update the Agreement to clarify that we may update your credit or debit card information without any action on your part, and such information may be acquired from a third party. If you do not wish to have the card information updated, you may contact your card issuer to request this, or remove the card from your PayPal Account.
- We will update the Agreement to clarify how payment refunds occur when you use PayPal to buy goods and/or services, including the applicable conversion rate if the purchase required a currency conversion.
- We will update the Agreement to clarify that sellers must provide equal treatment to PayPal and/or other payment methods or marks you offer at your points of sale (e.g. websites or mobile applications).
- We will update the Agreement to clarify the transaction amounts that require seller and buyers, as applicable, to provide signature delivery confirmation in case of product return due to claims, chargebacks, or reversals.
- We will update the Agreement to clarify what PayPal will provide to you in case it decides that there was not an Unauthorized Transaction or Error.

To see the updated Agreement, please Click [Here](#).

## **Amendments to the PayPal Plus Agreement**

**Effective Date: November 13, 2018**

We're updating the PayPal Plus Agreement, the document that governs the terms and conditions under which the PayPal Services related to PayPal Plus are provided to sellers, to include provisions related to the General Data Protection Regulation (GDPR).

To see the updated PayPal Plus Agreement, please Click [Here](#).

## **1. Amendments to the PayPal User Agreement**

**Effective Date: July 18, 2018**

We're updating PayPal User Agreement ("Agreement"), the document that governs the terms and conditions under which the PayPal Services are provided to PayPal Users. We're updating the Agreement to include the possibility to register debit cards as a payment method with PayPal and we clarify how combo cards (that have both credit and debit functionalities) will be registered with PayPal.

To see the updated Agreement, please Click [Here](#).

## **2. Amendments to the PayPal Acceptable Use Policy**

**Effective Date: July 18, 2018**

We're revising the Acceptable Use Policy to clarify that you may not use the PayPal service for activities that relate to transactions involving the promotion racial or other forms of intolerance that is discriminatory.

Our updated Acceptable Use Policy will be effective on **July 18, 2018**. We encourage you to review the full updated Acceptable Use Policy in advance [here](#).

## **1. Amendments to the PayPal User Agreement**

**Effective Date: May 10, 2018**

We're updating PayPal User Agreement ("Agreement"), the document that governs the terms and conditions under which the PayPal Services are provided to PayPal Users.

Below you will find a summary of the main updates we are making to the Agreement.

- We're updating the Agreement to reduce the Fee for selling and receiving payments from a PayPal Account in Brazil. The new applicable fee is 4.79% plus R\$ 0.60 per transaction for funds availability in your PayPal Account within 24 hours.
- We're updating the Agreement to reduce the PayPal Installment Processing Fee. The new applicable fee is the applicable domestic selling and receiving payments Fee plus 1.92% per installment.

- We're updating the Agreement to reduce the Fees for selling and receiving payments from a PayPal Account outside of Brazil. The new applicable fee is 6.4% of the transaction amount plus the Fixed Fee described in Exhibit A of the Agreement based on the currency of the transaction.
- We're updating the Agreement to clarify the order in which Payment Methods are used.
- We're updating the Agreement to clarify that the minimum amount required to issue a *boleto bancário* to add funds in Brazilian Reais to your Account is R\$10.00 and that the *boleto bancário* issued on PayPal's website may not be used by you to receive payments from third parties.
- We've updated the Agreement to clarify that if you withdraw balance from your PayPal Account in a currency other than the one in which your balance is maintained the Currency Conversion Fee will be charged.
- We're making updates to PayPal Buyer Protection, clarifying that: (i) an item is not deemed to be Significantly Not As Described if the item was listed as used condition and you picked it up in person after examining the item; (ii) PayPal may automatically close any Claim you file which PayPal has reason to suspect is not related to an eligible payment/item; and (iii) sellers are also required to respond to PayPal's request for documentation and other information.
- We're making updates to PayPal Seller Protection, clarifying that (i) to be eligible for PayPal Seller Protection you must accept a single payment per transaction from one PayPal Account, partial payments for the same purchase are excluded (instalment payments in connection with one single transaction are covered); and (ii) you are not eligible for PayPal Seller Protection if the transaction is not processed either through a Paying User's PayPal account or PayPal Plus.
- We're adding terms that apply to marketplace sellers. Marketplaces are businesses that connect buyers and sellers, usually through a web or mobile platform, and may also sell their own products and services. If you sell on a marketplace and accept payment through your PayPal Account, a hold may be placed on a payment sent to you at the instruction of the marketplace. This hold will be placed as long as you have granted us permission to do so, and will be in accordance with your agreement with your Marketplace.
- We're updating the Agreement to clarify that Sellers have their own obligations around how they collect, store and protect user personal data processed in connection with transactions fulfilled by the PayPal services. Various laws impose obligations on Sellers to maintain their own privacy policy that informs the Seller's customers about its privacy practices. The changes reflect a Seller's obligation to comply with these requirements.

To see the updated Agreement, please [Click Here](#).

## **2. Amendments to the PayPal Privacy Policy**

**Effective Date: May 10, 2018**

At PayPal, it is important to us that you understand our privacy practices and your privacy choices. That's why we updated and streamlined this information in an updated Privacy Policy<sub>2</sub> to clarify the information we collect, how we use it and the choices and controls you have across various PayPal services. This updated Privacy Policy will replace the existing Privacy Policy for PayPal Services.

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

- **Expanded Scope:** We've combined our privacy practices for different PayPal services, websites and applications into one Privacy Policy.
- **More Detailed Explanations:** We've included more details about important features of our services and when you connect your PayPal account to third-party websites and platforms.
- **Customized Experiences and Marketing:** We clarified our marketing analytics practices to make it easier for you to understand how we and others may provide you with targeted offers, customized experiences and advertising on PayPal properties and on third party sites.

Our updated Privacy Policy will be effective on **May 10, 2018**. We encourage you to review the full updated Privacy Policy in advance [here](#).

This page informs users in advance of important updates to the Legal Agreements for PayPal Services. These updates will be posted on this page at least 30 days prior to their effective date. **We encourage you to review this Policy Update, as the updates below are applicable to the use of PayPal Services as of the effective date.**

#### 1. **PayPal User Agreement Update** **Effective Date: March 29, 2017**

We're updating PayPal User Agreement ("Agreement"), the document that governs the terms and conditions under which the PayPal Services are provided to PayPal Users.

The updated version of the Agreement will come into effect on March 29, 2017 and will be applicable to the use of PayPal Services as of this date. Below you will find the main updates we are making to the Agreement.

- We've updated the Agreement to clarify that Mass Payments are not eligible for PayPal's Buyer Protection and Seller Protection and that gold bullion is not eligible for PayPal Buyer Protection.
- We've updated the Agreement to clarify that the Agreement terms apply when the PayPal websites or services are operated by PayPal or by service providers working on PayPal's behalf.

- We've updated our list of Restricted Activities to reinforce the protection of our customers from attempts to misuse or gain unauthorized access to our systems or systems operated on our behalf.
- We've improved the language of the Agreement to make it even more clear with regards to certain aspects such as: (i) the circumstances in which an Error occurs and when the User must notify PayPal about an Error; (ii) when certain terms are applicable to Paying Users or Receiving Users; and (iii) that PayPal's exemption is only applicable in case of disputes among Users of PayPal Services.
- We've updated the Agreement to clarify that if you are an eBay Seller and you are liable to reimburse the buyer under the eBay Money Back Guarantee program, your Account may have a negative balance in case you do not have sufficient balance.
- We've updated the Agreement to clarify that the Communications about your Account and PayPal Services are not marketing messages, which will only be sent if you agree to receive them, in accordance with our Privacy Policy.

To see the updated Agreement, please [Click Here](#).

**2. Amendment to the PayPal Privacy Policy**  
**Effective Date: March 29, 2017**

The PayPal Privacy Policy explains the types of data PayPal collects and how we use it. From time to time, we make updates to the Privacy Policy - for example, to reflect changes in our business, to provide you with better services, or to ensure that we meet our legal obligations. Importantly, we don't ever sell your account information to third parties for marketing purposes.

The updated version of PayPal Privacy Policy will come into effect on March 29, 2017 and is applicable to the use of PayPal Services as of this date.

The updated Sections are: **“How We Protect and Store Personal Information”** and **“How we Share Personal Information with Other Third Parties”**

We clarified how cloud-based services might be used by PayPal to store and process information, including personal data. “Cloud-based” services means services that are based online and can be located in the United States or anywhere in the world.

To see the updated Privacy Policy, please [Click Here](#).

This page informs users in advance of important updates to the Legal Agreements for PayPal Services. These updates will be posted on this page at least 30 days prior to their effective date.

**We encourage you to review this Policy Update, as the updates below are applicable to the use of PayPal Services after the effective date.**

#### PayPal User Agreement Update

**Effective Date: Oct 19, 2016**

We're updating PayPal User Agreement, the document that governs the terms and conditions under which the PayPal Services are provided to PayPal Users.

The updated version of PayPal User Agreement will come into effect on Oct 19, 2016 and is applicable to the use of PayPal Services after this date. Below you will find a detailed summary of the updates we are making on PayPal User Agreement.

**a. PayPal Buyer Protection and financial products and/or investments**

We have updated Section 8.4 ("Ineligible Items") of the Agreement to clarify that financial products and/or investments are items not eligible for reimbursement under the terms of PayPal Buyer Protection.

**b. Protection for PayPal Sellers**

We have updated Section 10.5 ("Items/Transactions not Eligible for PayPal Seller Protection") of the Agreement to clarify that donations and financial products and/or investments are items not eligible for PayPal Seller Protection.

**c. Ombudsman**

We have updated Section 13.1 ("Contact PayPal") of the Agreement to include the Ombudsman as a communication channel between PayPal and the Users of PayPal Services. The ombudsman may be contacted from Monday to Friday, from 9am to 6pm, by calling 0800 047 4224.

We have also included the Ombudsman definition in Section 16 ("Definitions") of the Agreement.

**d. Commercial payments fee applicable to international payments**

We have updated the commercial payments fee applicable to international payments set forth in item 2 of Exhibit A – Fees of the Agreement, from 5.99% plus fixed fee, to 7.4% plus fixed fee.

#### PayPal User Agreement Update

**Effective Date: June 25, 2016**

We're updating PayPal User Agreement, the document that governs the terms and conditions under which the PayPal Services are provided to PayPal Users.

The updated version of PayPal User Agreement will come into effect on June 25, 2016 and is applicable to the use of PayPal Services after this date. Below you will find a detailed summary of the updates we are making on PayPal User Agreement.

a. **Eligibility Requirements for PayPal Buyer Protection**

We have updated Section 8.3 (“Eligibility Requirements for PayPal Buyer Protection”) of the Agreement to clarify that, to be eligible for PayPal Buyer Protection, the Paying User must respond to PayPal’s request for documentation and other information in a timely manner.

b. **PayPal Buyer Protection and payments on crowdfunding platforms, anything purchased from, or an amount paid to, a government agency, insurances and/or its respective premiums, capitalization bonds, private pension plans and donations**

We have updated Section 8.4 (“Ineligible Items”) of the Agreement to clarify that: i) payments on crowdfunding platforms; ii) anything purchased from, or an amount paid to, a government agency; iii) insurances and/or its respective premiums, capitalization bonds, private pension plans; and, iv) donations are items not eligible for reimbursement under the terms of PayPal Buyer Protection.

c. **Dispute Resolution**

We have updated Section 8.6 (Dispute Resolution) of the Agreement to clarify that the 7 days term from the date of payment to escalate a Dispute for an Item Not Received (INR) to a Claim is also applicable to items with an amount equivalent to R\$5,000.00 or more or other currency equivalent.

d. **Protection for PayPal Sellers**

We have updated Section 10.5 (“Items/Transactions not Eligible for PayPal Seller Protection”) of the Agreement to clarify that items equivalent to currency (including, without limitation, gift cards) are not eligible for PayPal Seller Protection.

e. **Restricted Activities**

We have updated Section 11.1 (“Restricted Activities”) of the Agreement to clarify that abuse (as either a Paying User or Receiving User) of our Dispute Resolution process and/or PayPal Buyer Protection is a restricted activity.

f. **Reimbursement for Your Liability**

We have updated Section 12.2 (“Reimbursement for Your Liability”) of the Agreement to clarify that in the event that you, Receiving User or Paying User, by any reason are liable for any amounts owed to PayPal and do not reimburse PayPal for this amount, PayPal may engage in appropriate collection efforts to recover such amounts from you, including but not limited to, include your name in the register of credit protection entities, instruct a collection agency to recover the amount due and/or initiate legal proceedings.

g. **Trademark license to identify that the Receiving User accepts PayPal as a payment instrument**

We have included Section 15.7 (“License Grant from Receiving Users to PayPal”) to clarify that, if you are a Receiving User using PayPal to receive payments, you grant to PayPal a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free right to use and display publicly, during the term of this Agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a Receiving User that accepts PayPal as payment instrument, and (2) any other use to which you specifically consent.

## PayPal User Agreement Update

Effective Date: September 1, 2015

We're updating PayPal User Agreement, the document that governs the terms and conditions under which the PayPal Services are provided to PayPal Users.

The updated version of PayPal User Agreement will come into effect on September 1, 2015 and is applicable to the use of PayPal Services after this date. Below you will find a detailed summary of the updates we are making on PayPal User Agreement.

a. **Term increase to opening a Dispute by the Paying User**

We have updated Section 8 ("PayPal Buyer Protection") of the Agreement to include that the Paying User must have opened a dispute within one hundred eighty (180) days of the date the Paying User sent the payment to the Receiving User to qualify to PayPal Buyer Protection.

b. **Wager, gambling and lottery on the list of products which are not eligible to PayPal Buyer Protection**

We have updated Section 8.4 ("Ineligible Items") of the Agreement to include that any wager, gambling and lottery are items not eligible for reimbursement under the terms of PayPal Buyer Protection.

## PayPal Terms and Conditions Update

Effective Date: Jul 1, 2015

We're updating PayPal Legal agreements, the documents that govern your relationship with PayPal.

We need to make some of these updates because eBay and PayPal soon will no longer be part of the same group of companies. However, eBay and PayPal will continue to partner together to provide and further enhance the great experience you've always had when using PayPal to send or receive payments on eBay.

The updated versions of PayPal Legal agreements will come into effect on July 1, 2015 and are applicable to the use of PayPal services after this date. Below you will find a summary of the updates we are making on each of the agreements.

You can find the current PayPal [Legal Agreements](#) in effect [here](#). The updated versions of these agreements, which will be effective on July 1, 2015 can be found [here](#).

### 1. Amendment to the PayPal User Agreement

## **Effective Date: July 1, 2015**

The updates to the PayPal User Agreement contain changes to reflect the new relationship that PayPal will have with eBay after the companies are no longer affiliated by common corporate control, but will keep partnering to provide the best experience to their users.

We are also reducing PayPal fees applicable when you receive commercial payments as detailed on item “d” below. With this update, we will continue offering fast, easy and safe electronic payment services to all PayPal users at a more competitive price. The PayPal fees applicable when a payment needs a currency conversion is also being updated as detailed on item “d” below.

We have also broadened PayPal Buyer Protection to include intangible items, so you can enjoy the security of PayPal Buyer Protection program when you buy items such as digital goods, airline flight tickets and services. You can find more information about this update on item “a” below.

A summary of the relevant and substantial changes on PayPal User Agreement is provided below:

**a. PayPal Buyer Protection for intangible items**

Section 8 is amended to make improvements to PayPal Buyer Protection policy. The amendments extend the range of eligible purchases for all PayPal users to cover:

- intangible items (such as digital goods);
- services; and
- airline tickets.

**b. Receiving User's Liability for Claims filed under eBay's buyer protection resolution process and Actions by PayPal - Holds**

The item “c” of Section 12.1. and also item “b” of Section 12.4 are amended to clarify:

- the conditions upon which PayPal may place a temporary hold on funds in your PayPal Account to cover the full amount of the payment you received for a purchase in respect of which a claim under eBay's resolution process; and
- the extent of your instructions to PayPal to make payments to eBay or the buyer (as the case may be) for amounts you owe to the relevant recipient under the terms of the eBay resolution process.

The amended item “c” of Section 12.1 reads as follows:

“If you are an eBay Seller and eBay makes a final decision pursuant to its eBay Money Back Guarantee program holding you liable to reimburse the buyer, then you authorize PayPal to remove funds from your Account in an amount not greater than the amount of such claim and remit such funds to eBay. If your balance is insufficient to cover the amount of such a claim, PayPal will place a hold on your Account. This hold will remain on your Account until: (1) the date that sufficient funds become available to cover the amount of such claim, at which time such funds will be removed from your Account; or (2) 20 days from the date of eBay's final decision, at which time an amount not greater than the amount of such claim will be removed from your Account.”

The amended item “b” of Section 12.4 reads as follows:

“Disputed Transaction Holds. If a Paying User files a Dispute, Claim, Chargeback or Reversal on a payment you, Receiving User, received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you, Receiving User, win the Dispute and are 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 any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program, provided that your Account is your reimbursement method for amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay Money Back Guarantee program.”

**c. Actions by PayPal - Restricted Activities**

Section 12.3 is amended to insert a new sub-section to enable PayPal to suspend your eligibility for PayPal Seller Protection and/or PayPal Buyer Protection under this Section.

The amended parts of Section 12.3 now read as follows:

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

- d. We may suspend your eligibility for PayPal Buyer Protection and/or PayPal Seller Protection”

**d. Fees**

We are updating the Receiving Commercial Payment fee set forth on Section 2 of Exhibit A, which is applicable to the Receiving Users when they receive a commercial payment, to reduce it to a fee of 4.99% plus R\$0.60 BRL for domestic payments and 5.99% plus R\$0.60 BRL for international payments.

PayPal Installment Processing Fee set forth on Section 4.3 of Exhibit A is also being updated to 2.39% per installment. So, when a Paying User decides to pay a Receiving User in installments, the fee the Receiving User will pay is the applicable domestic Commercial Payment Fee listed on Section 2 of Exhibit A, which is 4.99% plus R\$0.60 BRL, plus 2.39% per installment.

We are also updating PayPal Currency Conversion fee set forth on Section 3 of Exhibit A from 3.5% to 4.5%. This fee is applicable when a payment requires a currency conversion.

## **2. Amendment to the PayPal Privacy Policy**

**Effective Date: Jul 1, 2015**

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

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

<b>Binding Corporate Rules &amp; Cross Border Transfers of Personal Information</b>	PayPal is committed to adequately protecting your personal information regardless of where the data resides. Following separation from eBay, PayPal will rely on a variety of methods to ensure adequate transfer of information across borders, including contractual mechanisms. We have changed the title of the “Binding Corporate Rules” section to “Cross Border Transfers of Personal Information” and updated the language in the section, including removing references to eBay’s Binding Corporate Rules.
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<p><b>Collection of Personal Information</b></p>	<p>This section has been updated in several ways reflecting the types of personal information collected for PayPal Services, including information collected automatically, such as from your computer or device, information collected when you use PayPal Services, such as during customer support cases, information collected when you create an account, and information from other accounts PayPal believes are controlled by a user.</p> <p>As users increasingly access PayPal Services through mobile devices, we also added language highlighting the collection of information from mobile devices, including device identifiers and location information.</p>
<p><b>How We Use The Personal Information we Collect</b></p>	<p>This section has been updated and highlights the purposes for which we use personal information, including for identity verification purposes, the performance and customization of PayPal Services, and our reasons and methods for contacting you.</p>
<p><b>How We Use Cookies and Similar Technologies</b></p>	<p>This section has been updated explaining our use of Cookies and other tracking technologies, and to describe how we use these technologies for risk mitigation and fraud detection purposes. We also provide a link to our full Cookies policy, which is applicable to all members of PayPal’s corporate family.</p>
<p><b>How We Protect and Store Personal Information</b></p>	<p>This section has been updated and explains what we mean when we use the term personal information and further highlights how we store and protect personal information.</p>
<p><b>How We Share Information with Other PayPal Users</b></p>	<p>Changes have been made to this section explaining how personal information may be shared with other users of PayPal Services to facilitate transactions, resolve transactional disputes, or when linking a PayPal merchant’s loyalty or gift card to a user account.</p>
<p><b>How We Share Information with Other Third Parties</b></p>	<p>Changes were made to this section describing PayPal’s data sharing practices with third parties, including financial institutions, credit bureaus and banking partners.</p> <p>This section was also modified reflecting, among other things, the changing nature of the relationship between PayPal and eBay. Both parties will be separate entities, but would like to continue to provide users with the experiences they have come to expect. The changes to this section reflect PayPal’s sharing of account information with eBay and other third parties for purposes of fraud prevention and risk management, customer service, shipping and legal compliance.</p> <p>As has always been the case, third parties will not be able to use this information for their marketing purposes without a user’s express consent.</p>

<b>Using Log In with PayPal</b>	This section was updated to reflect the name change of PayPal Access to Log In with PayPal.
<b>How You Can Access or Change Personal Information</b>	This section was updated reflecting how users of PayPal Services can access or change the personal information in their account. This section also explains to users what happens to their personal information if they choose to close their PayPal account.

### 3. Amendment to the PayPal Acceptable Use Policy

**Effective Date: Jul 1, 2015**

We encourage you to review the Policy Update changes below to familiarize yourself with all of the changes that are being made to the PayPal Acceptable Use Policy.

#### a. Certain Prohibited Transactions

Section 2 under Prohibited Activities currently prohibits use of PayPal for activities related to sales of certain enumerated items. We're revising that section to reference "transactions involving" such items instead of "sales of" such items. Accordingly, the prohibition will extend to all specified transactions, including both sales and purchases of the enumerated items.

#### b. Tobacco Products, E-cigarettes and Prescription Drugs and Devices

The Acceptable Use Policy currently prohibits use of PayPal for activities that violate applicable law or industry regulations regarding the sale of tobacco products or prescription drugs and devices. We're replacing that prohibition with some new policy language covering these types of items, as well as e-cigarettes. Under the new language, use of PayPal for cigarette transactions will be prohibited. In addition, merchants will be

permitted to use PayPal for sales of non-cigarette tobacco products, e-cigarettes, and prescription drugs and devices only with PayPal’s pre-approval.

The changes will be as follows:

- Section 5 under Prohibited Activities, which contains the current provisions related to tobacco products and prescription drugs and devices, will be removed.
- A new Section 2(c) under Prohibited Activities will read as follows:

You may not use the PayPal service for activities that: ... 2. relate to transactions involving ... (c) cigarettes ...

- The relevant parts of the chart under Activities Requiring Approval will be revised to read as follows:

PayPal requires pre-approval to accept payments for certain services as detailed in the chart below.

<b>Service Requiring Pre-Approval</b>	<b>Contact Information</b>
... selling ... non-cigarette tobacco products, e-cigarettes or prescription drugs/devices.	Please send contact information, business website URL and brief business summary to <a href="mailto:aup@paypal.com">aup@paypal.com</a>

**c. Stolen Goods**

We’re adding a prohibition against use of PayPal for transactions involving stolen goods. It will be set forth in Section 2(e) under Prohibited Activities and read as follows:

You may not use the PayPal service for activities that: ... 2. relate to transactions involving ... (e) stolen goods including digital and virtual goods...

**d. Hate, violence, racial intolerance and the financial exploitation of a crime**

We’re revising the provision of the Acceptable Use Policy related to hate, violence, racial intolerance and the financial exploitation of a crime. That provision will be moved from Section 2(d) to Section 2(f) under Prohibited Activities and read as follows:

You may not use the PayPal service for activities that: ... 2. relate to transactions involving ... (f) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime ...

**e. Credit Transactions and Insurance Activities**

We're adding a prohibition against use of PayPal for credit transactions and insurance activities. It will be set forth in Section 3(i) under Prohibited Activities and read as follows:

You may not use the PayPal service for activities that: ... 3. relate to transactions that ... (i) involve certain credit repair, debt settlement services, credit transactions or insurance activities ...

**f. Bribery and Corruption**

We're adding to the Acceptable Use Policy an express prohibition against use of PayPal for payments related to bribery or corruption. A new Section 3(k) under Prohibited Activities will read as follows:

You may not use the PayPal service for activities that: ... 3. relate to transactions that ... (k) involve offering or receiving payments for the purpose of bribery or corruption.

**g. Gambling**

The Acceptable Use Policy currently prohibits use of PayPal for gambling-related activities unless they are legal in the places where the operator and the customers are located and the operator has received prior approval from PayPal. We're making some changes to present that policy more clearly, including to clarify that it covers fantasy sports.

Here is some additional detail on the changes: Our policy on gambling-related activities is currently set out in Section 6 under Prohibited Activities. We're removing Section 6 and we're adding a new row to the chart under Activities Requiring Approval that sets out our policy on gambling-related activities.

In that new row, we're preserving the non-exclusive list of covered gambling-related activities contained in the current Acceptable Use Policy, with two changes. First, we're supplementing the list to clarify that fantasy sports are covered. Second, we're making a change to some language in the current Acceptable Use Policy related to games of skill. The current language indicates that games of skill are covered, whether or not they are legally defined as lotteries. The revised language will reference gambling instead of lotteries. That is, it will indicate that games of skill are covered, whether or not they are legally defined as gambling.

The relevant parts of the chart under Activities Requiring Approval will be revised to read as follows:

PayPal requires pre-approval to accept payments for certain services as detailed in the chart below.

<b>Service Requiring Pre-Approval</b>	<b>Contact Information</b>
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Activities involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes, if the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.	Please send contact information, business website URL and brief business summary to <a href="mailto:aup@paypal.com">aup@paypal.com</a>
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**h. Air Transport Services**

We're adding a provision under which PayPal may be used in connection with certain air transport services only with PayPal's pre-approval. The relevant parts of the chart under Activities Requiring Approval will be revised to read as follows:

PayPal requires pre-approval to accept payments for certain services as detailed in the chart below.

<b>Service Requiring Pre-Approval</b>	<b>Contact Information</b>
Airlines and scheduled or non-scheduled charters/jets/air taxi operators ...	Please send contact information, business website URL and a brief business summary to <a href="mailto:compliance@paypal.com">compliance@paypal.com</a>

**i. Transactions on eBay**

The Acceptable Use Policy currently includes a provision under Transactions on eBay related to use of PayPal in support of eBay transactions. That provision requires, with respect to such use of PayPal, compliance both with the Acceptable Use Policy and with eBay's rules related to prohibited and restricted items set forth on eBay's website. In connection with the prospective separation of the eBay and PayPal businesses into independent publicly traded companies, we're removing that provision from the Acceptable Use Policy.

1. Clause 7.3 (“Ineligible Items”) of the PayPal User Agreement will be amended as follows:

**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:

- Intangible items, including Digital Goods (subject to exceptions as listed in Section 7.6)
- Services
- Real estate
- Businesses (when you buy a business)
- Vehicles, including motorcycles, caravans, aircrafts, helicopters and boats
- Custom made items with SNAD issues
- Travel tickets, including airline flight tickets
- Items prohibited by PayPal's Acceptable Use Policy or by eBay's Prohibited or Restricted Items Policy
- Items which importation is restricted according to the local law and applicable regulations.
- Items which you collect in person, or arrange to be collected on your behalf, including at a point of sale
- Industrial machinery used in manufacturing
- 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.

2. **Clause 7.5** (“Dispute Resolution”) of the PayPal User Agreement will be amended as follows:

**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, 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\$ 1.750,00, 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\$1.750,00 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\$1.750,00 signature confirmation requirement – other currencies equivalents:

Currency*	Amount	Currency*	Amount
Australian Dollar	\$850 AUD	New Zealand Dollar	\$950 NZD
Brazilian Real	\$1750 BRL	Norwegian Krone	4,600 NOK
Canadian Dollar	\$850 CAD	Philippine Peso	34,000 PHP
Czech Republic Koruna	15,000 CZK	Polish New Zloty	2,300 PLN
Danish Krone	4,100 DKK	Russian Ruble	27,000 RUB
Euro	€550 EUR	Singaporean Dollar	\$950 SGD
Hong Kong Dollar	\$6,000 HKD	Swedish Krona	4,950 SEK
Hungarian Forint	170,000 HUF	Swiss Franc	700 CHF
Israeli New Shekel	2,700 ILS	Taiwan New Dollar	23,000 TWD

^ Subject to commencement of PayPal's Russian Ruble service

**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 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 from the Buyer (for instance, it may be disposed of or otherwise irreversibly dealt with).

3. Section 9.1 (“PayPal Seller Protection”) and Section 11.1(b) (“Your Liability - Actions We May Take”) are being amended to reflect that Sellers who sell items to buyers in another countries will be subject to the Buyer Protection rules of these countries, which may have greater coverage for buyers. Accordingly, Sections 9.1 and 11.1(b) will be amended as follows:

## **9. Protection for Sellers.**

**9.1. PayPal Seller Protection.** PayPal Seller Protection is protection available to Sellers in Brazil for items sold on an eBay website and any other website for Claims, Chargebacks, or Reversals that are based on

- a. Unauthorized Transaction; or
- b. Item Not Received.

PayPal Seller Protection is available for eligible payments from buyers in any country. Before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Buyer Protection Policies available here.

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

### **11.1 Your 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. Where you receive payment from a PayPal Account holder in another country and we determine under the PayPal Buyer Protection Policy of that country that the funds received should be returned or reversed, you will be required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Buyer Protection Policies available here). 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 from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with). PayPal Seller Protection will not cover your liability for SNAD Claims.

Amendment to the PayPal User Agreement

**Effective Date: June 17, 2014**

1. Section 9.1 (“PayPal Seller Protection”) is being amended to reflect that Sellers who sell items to buyers in the UK will be subject to the UK Buyer Protection rules which may have greater coverage for buyers. Accordingly, Section 9.1 will be amended as follows:

PayPal Seller Protection. PayPal Seller Protection is protection available to Sellers in Brazil for items sold on an eBay website and any other website for Claims, Chargebacks, or Reversals that are based on

- Unauthorized Transaction; or
- Item Not Received.

PayPal Seller Protection is available for eligible payments from buyers in any country. When a Seller sells an item to a U.K. registered buyer, the U.K. Buyer Protection policy will apply to that transaction.

2. Section 9.4 (“Proof of Shipment, Proof of Delivery and Signature Confirmation Requirements”) of the User Agreements will be amended as follows:

***9.4 Proof of Shipment, Proof of Delivery, and Signature Confirmation Requirements:***

“Shipping Company”: For transactions on eBay, a “Shipping Company” is any company providing shipping services. For transactions on other websites, a “Shipping Company” is any one of the following:

<b>Shipping Company</b>	<b>CNPJ</b>	<b>Corporate Name</b>
CORREIOS / SEDEX	34.028.316/0002-94	EMPRESA BRASILEIRA DE CORREIOS E TELÉGRAFO
FEDEX	00.676.486/0001-82	FEDERAL EXPRESS CORPORATION
UPS	74.155.052/0001-73	UPS DO BRASIL REMESSAS EXPRESSAS LTDA.
TNT	95.591.723/0001-19	TNT MERCURIO CARGAS E ENCOMENDAS EXPRESSAS S/A
DHL	58.890.252/0006-28	DHL EXPRESS (BRAZIL) LTDA
TAM	02.012.862/0001-60	TAM LINHAS AEREAS S/A
TOTAL EXPRESS	73.939.449/0001-93	TEX COURIER LTDA.
RAMOS	25.100.223/0123-20	RODOVIARIA RAMOS LTDA

PLIMOR	88.085.485/0001-04	TRANSPORTADORA PLIMOR LTDA
STARLOG	01.034.009/0004-29	RENT A TRUCK OPERADOR LOGÍSTICO LTDA
DIRECT	05.886.614/0001-36	DIRECT EXPRESS LOGÍSTICA INTEGRADA LTDA
TRANSPACIFO	00.973.580/0004-46	TRANSPACIFICO TRANSP. RODOVIARIOS LTDA
TRANSFOLHA	58.818.022/0001-43	TRANSFOLHA TRANSPORTE E DIST LTDA
TEXLOG	17.638.271/0017-37	SETE SERV DE ENTREGA DE TÍT E ENCOM LTDA
LTD TRANSP	02.793.723/0001-10	LTD TRANSPORTES LTDA
D2D	03.578.636/0001-03	DOOR TO DOOR LOGIST E DISTRIBUIÇÃO LTDA
G9	12.940.963/0001-54	G9 TRANSPORTES RODOVIÁRIOS LTDA
DECISÃO	71.597.215/0001-80	TRANSPORTES DECISÃO LTDA
VIVO SP	11.169.431/0001-00	VIVO LOGISTICA E TRANSPORTES RODOVIARIO LTDA
AERONOVA	30.999.114/0001-58	AERONOVA TRANSPORTES LTDA
VIVO RJ	11.169.431/0002-83	VIVO LOGISTICA E TRANSPORTES RODOVIARIO LTDA
FAVORITA	01.743.404/0001-38	FAVORITA TRANSPORTES LTDA
KENYA	03.225.625/0001-40	KENYA SA TRANSPORTE E LOGISTICA
TA	43.244.631/0001-69	TRANSPORTADORA AMERICANA LTDA
ATÔMICA	11.084.056/0001-98	MPF TRANSPORTES LTDA
SÉCULO 21	09.521.848/0001-30	RAMOS E BISPO TRANSPORTES LTDA.ME

"Proof of Shipment" is online or physical documentation from a Shipping Company that includes all of the following:

- The date the item is shipped.
- The recipient address is the same as in the shipping address section on the Transaction Details page.
- The recipient's address, showing at least the city & state, or city & country, or zip/postal code (or international equivalent).

"Proof of Delivery" is online documentation from a Shipping Company that includes all of the following:

- The date the item is delivered.
- The status as delivered.
- The recipient address is the same as in the shipping address section on the Transaction Details page.
- The recipient's address, showing at least the city & state, or city & country, or zip/postal code (or international equivalent).
- Signature Confirmation as described below if the full amount of the payment including shipping, taxes, is R \$1.750,00 or more, or its foreign currency equivalent provided below :

<i>Currency</i>	<i>Amount</i>	<i>Currency</i>	<i>Amount</i>
<i>Australian Dollar</i>	<i>\$850 AUD</i>	<i>New Zealand Dollar</i>	<i>\$950 NZD</i>
<i>Brazilian Real</i>	<i>\$1750 BRL</i>	<i>Norwegian Krone</i>	<i>4,600 NOK</i>
<i>Canadian Dollar</i>	<i>\$850 CAD</i>	<i>Philippine Peso</i>	<i>34,000 PHP</i>
<i>Czech Republic Koruna</i>	<i>15,000 CZK</i>	<i>Polish New Zloty</i>	<i>2,300 PLN</i>
<i>Danish Krone</i>	<i>4,100 DKK</i>	<i>Russian Ruble</i>	<i>27,000 RUB</i>
<i>Euro</i>	<i>€550 EUR</i>	<i>Singaporean Dollar</i>	<i>\$950 SGD</i>
<i>Hong Kong Dollar</i>	<i>\$6,000 HKD</i>	<i>Swedish Krona</i>	<i>4,950 SEK</i>
<i>Hungarian Forint</i>	<i>170,000 HUF</i>	<i>Swiss Franc</i>	<i>700 CHF</i>
<i>Israeli New Shekel</i>	<i>2,700 ILS</i>	<i>Taiwan New Dollar</i>	<i>23,000 TWD</i>
<i>Japanese Yen</i>	<i>¥77,000 JPY</i>	<i>Thai Baht</i>	<i>24,500 THB</i>
<i>Malaysian Ringgit</i>	<i>2,500 MYR</i>	<i>Turkish Lira</i>	<i>1,600 TRY</i>
<i>Mexican Peso</i>	<i>\$10,000 MXN</i>	<i>U.K. Pound Sterling</i>	<i>£450 GBP</i>
		<i>U.S. Dollar</i>	<i>\$750 USD</i>

"Signature Confirmation" is online documentation that can be viewed at the Shipping Company's website and indicates that the item was signed for on delivery. If the Shipping Company is Correios, the Signature Confirmation is the online or physical Delivery Receipt (Aviso de Recebimento - AR) that is issued by Correios.