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: Oct 06, 2012



· Amendment to the PayPal User Agreement

- Section 2.3 is being amended because we are making changes to our customer identification program. The section will now read:
 - 2.3 Identity Authentication. 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 that will allow us to reasonably identify you, 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. We may also ask to see your driver's licence or other identifying documents at any time. If you use certain PayPal Services, federal law requires that PayPal verify some of your information. PayPal reserves the right to close, suspend, or limit access to your Account and/or the PayPal Services in the event we are unable to obtain or verify this information.
- 2. Anew Section 2.4 is being added which states:
 - 2.4 Credit Report Authorization. If you open a Premier or Business Account, you are providing PayPal with written instructions and authorization to obtain your personal and/or business credit report from a credit reporting agency. You are also authorizing PayPal to obtain your personal and/or business credit report: (a) when you upgrade your Personal Account to a Premier or Business Account, (b) when you request a product for which PayPal requires a review of your credit report, or (c) at any time PayPal reasonably believes there may be an increased level of risk associated with your Premier or Business Account.
- 3. Anew Section 4.2 is being added which states:
 - **4.2 Receiving Limits.** We may, at our discretion, impose limits on the amount of money you can receive through the PayPal Services. You can view your receiving limit, if any, by logging into your Account and clicking on the View Limits link on the Account Overview page. We may increase your receiving limit if you complete our customer identity verification process.
- 4. Addition of Russian Ruble Fees. Due to the addition of the Russian Ruble as a transacting currency for Users, the following fees are being added to the sections specified below:

Section	Fee
8.4(c), Fixed Fee for Domestic Payments in a Foreign Currency and International Payments	10 RUB
8.5(c), Fixed Fee for International Micropayments	2 RUB
8.7(a), Domestic Mass Payment Fee Cap	240 RUB
8.7(b), International Mass Payment Fee Cap	1,400 RUB
8.8, Chargeback Fee	640 RUB

- Currency Conversion. Section 8.8 (Additional Fees) is being amended to state that when your payment
 is funded by a debit or credit card and requires a currency conversion, you consent to and authorize
 PayPal to convert the currency in place of your debit or credit card issuer.
- 6. No Double Recovery. Under Section 13.8, you may not file a Dispute/Claim or receive recovery for a purchase under PayPal Purchase Protection if you have already received a recovery for that purchase directly from eBay or the Seller. Section 13.8 is being amended to add that you are also not able to file a Dispute/Claim or receive recovery under PayPal Purchase Protection if you have already filed a case for that purchase with eBay.

Amendment to the Merchant Referral Bonus Policy

Effective Date: May 24, 2012

Print

Amendment to the Merchant Referral Bonus Policy

Effective through the calendar year 2012, The Merchant Referral Bonus Program ("the Bonus") will be discontinued for all account holders and the Merchant Referral Bonus Policy will no longer be in effect. Active account holders will receive an email from PayPal indicating an end date specific to their current participation in the Bonus program. You will receive this email at least 30 days in advance of the end date. Once your end date is in effect, new referrals will no longer be tracked or accumulate toward this bonus program. In addition, bonus accrual payments will be stopped. Any final accrued bonus balances from your referrals will be paid to your PayPal account in accordance with the standard 30 day payout cycle. Your PayPal account is not impacted in any way with the discontinuation of this program. For further assistance, contact us via the Contact Us form.

Effective Date: Apr 01, 2012

· Amendment to the PayPal User Agreement

Effective Date: April 1, 2012

Section 4.12 of the User Agreement (Micropayments for Digital Goods) is being updated to increase the
maximum amount received in Taiwan New Dollars (TWD) that may be subject to a reversal without
requiring a Dispute escalation from 10.00 TWD to 249.00 TWD.

Amendment to the PayPal User Agreement

Effective Date: Jan 24, 2012

Print

· Amendments to the PayPal User Agreement

Fee cap for Users who send Mass Payments. If you send Mass Payments, your fees are set out in Section 8 (Fees). Currently, your Mass Payment fees are 2% of each recipient's payment amount up to a maximum of \$1.25 CAD per recipient, or the foreign currency equivalent of \$1.25 CAD as set out in Section 8. After the effective date listed above, if you send Mass Payments within Canada or to the U.S., your fees will remain the same. However, if you send Mass Payments outside Canada and the U.S., your fees will be 2% of each recipient's payment amount up to a maximum of \$24.00 CAD per recipient, or the foreign currency equivalent of \$24.00 CAD as set out below.

Currency	Mass Payment Fee (sending outside Canada and the U.S.)
Australian Dollar:	\$24.00 AUD
Brazilian Real:	40.00 BRL
Canadian Dollar:	\$24.00 CAD
Czech Koruna:	400.00 CZK
Danish Krone:	120.00 DKK
Euro:	€16.00 EUR
Hong Kong Dollar:	\$160.00 HKD
Hungarian Forint:	6000 HUF
Israeli Shekel:	80.00 ILS
Japanese Yen:	¥2,000 JPY
Mexican Peso:	\$300.00 MXN
New Zealand Dollar:	\$30.00 NZD
Norwegian Krone:	120.00 NOK
Philippine Peso	1,000.00 PHP
Polish Zlotych:	60.00 PLN
Singapore Dollar:	\$32.00 SGD
Swedish Krona:	160.00 SEK
Swiss Franc:	20.00 CHF
Taiwan New Dollar:	800.00 TWD
Thai Baht:	800.00 THB
U.K. Pounds Sterling:	£14.00 GBP
U.S. Dollars	\$20.00 USD

There are no upcoming policy updates at this time

Effective Date: Nov 08, 2011

Print

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Amendment to PayPal User Agreement and Acceptable Use Policy

Effective Date: Nov 07, 2011

Print

• Amendment to PayPal User Agreement

Purchase Payment Fee cap for Sellers who receive eCheck payments. If you are a Seller, your Purchase Payment Fees are set out in Section 8 (Fees). Currently, your Purchase Payment Fee for eCheck-funded payments is capped at a maximum of \$7.50 if received in CAD, and \$5.00 if received in USD. After the effective date listed above, these caps will no longer be applied. Your Fee for receiving eCheck-funded payments will continue to be calculated according to the rates set out in Section 8.

· Amendment to PayPal Acceptable Use Policy

Beginning November 7, 2011, the PayPal Acceptable Use Policy is being amended in Section 2 to replace sales with transactions, include stolen goods (including digital and virtual goods) and in Section 3(i) to add certain credit transactions or insurance activities.

Amendment to the PayPal User Agreement

Effective Date: May 24, 2011



· Amendment to the PayPal User Agreement

Mobile Telephone Numbers. Section 1 (Our Relationship with You) has been amended to state that if a User lists their mobile telephone number in their Profile they are consenting to receive text messages about their use of the PayPal Services from PayPal at that mobile telephone number.

Password Security and Keeping Your Email and Address Current. The following subsection has been added to Section 1 (Our Relationship With You): "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. You are also responsible for keeping your mailing address and email address up to date in your Account Profile."

Card Not Present. The following subsection has been added to Section 4 (Receiving Money): 'Except for PayPal Debit Card transactions, you acknowledge that all debit or credit card funded transactions from a buyer's Account are processed as "card not present" transactions, even where the buyer is at the physical point of sale. Under the card association rules, a buyer has different Chargeback rights for "card not present" transactions than for transactions where they physically present the card to the seller.'

Liability for claims filed under eBay's Buyer Protection resolution process. Section 10 (Your Liability-Actions We May Take) has been amended to provide that if a Seller loses an eBay Buyer Protection claim for an item they listed on eBay.com or eBay.co.uk, PayPal may remove funds from the Seller's Account in order to reimburse eBay for the Seller's liability. By listing on eBay.com or eBay.co.uk, a Seller will be permiting eBay to make a final decision on claims filed by buyers against them under the US Bay Buyer Protection policy and the UK Bay Buyer Protection policy, respectively.

eBay Buyer Protection claims filed directly with eBay will not be covered by PayPal Seller Protection. Buyers who file an eBay Buyer Protection claim will not be able to file a Dispute or Claim under PayPal Purchase Protection. Further, Sellers who lose an eBay Buyer Protection claim will not receive a refund of their PayPal fees. If a Seller's Balance is not sufficient to reimburse eBay, PayPal will place a hold on the funds in the Account until the earlier of: (1) sufficient funds are added to the Seller's Balance to reimburse eBay for the Seller's liability at which time PayPal will reimburse eBay in full, or (2) 37 Days from the date of eBay's decision that the Seller lost the claim at which time PayPal will remove the Seller's Balance to partially reimburse eBay for the Seller's liability.

Actions by PayPal - Holds. In addition to the changes to Section 10 noted above, we have also updated our disclosures in Section 10 relating to your liability and the actions we may take. A User's rights, responsibilities and liability under this section have not changed except that in connection with a hold placed on the funds received for a Seller's eBay transaction, this hold will no longer automatically be released if a buyer leaves positive feedback or PayPal can confirm delivery.

Amendment to the PayPal User Agreement

Effective Date: Nov 01, 2010



· Amendment to the PayPal User Agreement

Protection for Buyers.

Section 13 (Protection for Buyers) has been amended to reflect changes in PayPal's protection for buyers. PayPal Buyer Protection covers eligible buyers for eligible items they purchase from sellers on eBay and, now, off the eBay website if they are not received - "Item Not Received" - or are "Significantly Not as Described"

The same eligibility requirements apply to buyer's payments under the expanded PayPal Buyer Protection except that in addition to the existing requirements a buyer can additionally send the payment to the seller by clicking the "Purchase" tab, or by selecting the "Checkout with PayPal" button or otherwise selecting PayPal as part of a Seller's PayPal checkout flow in order to be eligible.

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

- 1. Intangible items, including Digital Goods
- 2. Services
- 3. Real estate, including residential property
- 4. Businesses
- 5. Vehicles, including motor vehicles, motorcycles, caravans, aircraft and boats
- 6. Custom made items

- 7. Travel tickets, including airline flight tickets
- 8. Items prohibited by the PayPal Acceptable Use Policy
- 9. Items that violate eBay's Prohibited or Restricted Items Policylicenses
- 10. Industrial machinery used in manufacturing
- 11. Items equivalent to cash, including prepaid or gift cards
- 12. PayPal Direct Payments
- 13. Virtual Terminal Payments
- 14. Personal Payments

For items purchased on eBay, if either a PayPal or eBay buyer protection message is included in the eBay listing and a buyer meets the eligibility requirements, then their purchase is covered by PayPal Buyer Protection. If the listing does not include the buyer protection message, then it will not be eligible for PayPal Buyer Protection.

Coverage of a buyer's Claims when PayPal finds in their favor for eligible payments will be the same — PayPal will reimburse the buyer for the full purchase price of the item and original shipping costs — with no cap on coverage.

As a result of these changes, the PayPal Buyer Complaint policy has been superseded by the expansion of PayPal Buyer Protection and therefore has been deleted.

Mobile Telephone Numbers. Section 1 (Our Relationship with You) has been amended to state that 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 Profile.

Fees. The international personal payment fee for payments sent to users in Brazil has been 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 another payment method is used to fund the payment. The fixed fee portion of the fee for international payments sent in Brazilian Real has been changed to 0.60 BRL.

Amendment to the PayPal User Agreement

Effective Date: Sep 22, 2010

Print

· Amendment to PayPal User Agreement

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.

Personal Payments on Third Party Sites and Applications. Section 8 (Fees) has been updated to reflect that if you send a Personal Payment from a third party website or application, then the third party will 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.

Nonprofit Rates. Anonprofit rate has been added to Section 8 (Fees). The nonprofit rate is 1.9% + \$0.30 CAD for domestic transactions and is 1.9% + the fixed fee set forth in Section 8.4(c) for international transactions. There is no minimum transaction volume requirement associated with this rate. You must have a registered charity business number with the Canada Revenue Agency to qualify for this rate.

Micropayments for Digital Goods. Terms and conditions have been added to the Agreement relating to a new PayPal Service, Micropayments for Digital Goods:

For buyers, 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.

In addition for buyers, if you file a Dispute for a Digital Goods purchase of \$3.99 or less, we may, at our discretion, reverse the transaction without requiring you to escalate the Dispute to a Claim. PayPal may limit the number of these reversals you benefit from in order to help prevent abuse of this process. If these are limited, you will still be able to file a Dispute and follow PayPal's standard dispute processes described in this Section 13 to attempt to resolve the issue with the Merchant directly.

For merchants, to qualify to receive Mcropayments for Digital Goods, you must submit an application, be approved by us, and have an account in good standing. By applying for Mcropayments for Digital Goods, you must agree that for Digital Goods transactions you receive between \$0.01 and \$3.99, if a buyer opens a Dispute under the PayPal Buyer Complaint Policy, PayPal may reverse the transaction and remove the funds from your Account without requiring the buyer to escalate the Dispute to a Claim. A buyer will be limited to a maximum of three such reversals per month for Disputes filed with any all Mcropayments 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 addition, there are new transaction fees for Mcropayments for Digital Goods so that either (i) the standard Purchase Payment fees described in Section 8.2 and 8.4, or (ii) the following Digital Goods Micropayment Pricing fees, which ever rate results in a lower amount being charged to you, will be applied for each transaction. To qualify for Digital Goods Micropayment Pricing fees you must submit an application, be approved, agree to additional terms and conditions regarding reversals (see below), and have an account in good standing. These are the fees.

a. Domestic Micropayments for Digital Goods Fees. The following fees apply when the sender and recipient are both in Canada or one is in Canada and one in the United States, and the payment is in

Activity	Micropayments for Digital Goods Fee
Sending (buying)	Free
Receiving (selling)	5% + \$0.05 CAD

b. International Micropayments for Digital Goods Fees. The following fees apply when the payment is between someone in Canada and someone in a country other than Canada or the United States. This fee is based on the country of the recipient:

Activity	Micropayments for Digital Goods Fee	
Sending (buying)	Free*	
Receiving (selling)	6% + Fixed Fee**	

^{*} 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 8.6(c) below for detailed list of fixed fees for international payments.

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

Currency	Fee
Australian Dollar:	\$0.05 AUD
Brazilian Real:	0.10 BRL
Canadian Dollar:	\$0.05
Czech Koruna:	1.67 CZK
Danish Koruna:	0.43 DKK
Euro:	€0.05 EUR
Hong Kong Dollar:	\$0.39 HKD
Hungarian Forint:	15 HUF
Israeli Shekel:	0.20 ILS
Japanese Yen:	¥7 JPY
Mexican Peso:	\$0.55 MXN

Currency	Fee
New Zealand Dollar:	\$0.08 NZD
Norwegian Krone:	0.47 NOK
Philippine Peso:	2.5 PHP
Polish Zlotych:	0.23 PLN
Singapore Dollar:	\$0.08 SGD
Swedish Krona:	0.54 SEK
Swiss Franc:	0.09 CHF
Taiwan New Dollar:	2.00 TWD
Thai Baht:	1.8 THB
U.K. Pounds Sterling:	£0.05 GBP
U.S. Dollar:	\$0.05

Amendment to the PayPal User Agreement

Effective Date: Aug 10, 2010

Print

• Amendment to the PayPal User Agreement

Section 8.5 (Additional Fees) is amended to add a new refund fee. If you refund a Purchase Payment, we will retain the Fixed Fee portion of the Purchase Payment Fee. The buyer's Account will be credited with the full Purchase Payment amount and the Fixed Fee portion of the Purchase Payment Fee will be deducted from your Account in addition to the amount of the refunded payment. The Fixed Fee will depend on the currency of the Purchase Payment and is listed in 8.4(c).

Amendment to the PayPal User Agreement, Privacy Policy, and Website Payments Pro and Virtual Terminal Agreement

Effective Date: Jul 13, 2010

Print

Third Party Applications/Websites Disclaimer. Section 15.3 (formerly section 14.7) has been amended to state that if you use third party software applications on the PayPal website, your use may be subject to a license you agree 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 or in connection with the PayPal Services.

· Amendment to the PayPal Privacy Policy

The Privacy Policy preamble has been updated to include "products, services or any feature, technologies, or functionalities offered by PayPal – i.e., the PayPal services (collectively – "the PayPal Services"). The text of the policy has been adjusted throughout to reflect this change.

Anew section has been added entitled: "Binding Corporate Rules." It reads: 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 or contact us via the contact details above."

The "How we collect information about you" section 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.

The "How we use cookies" 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)."

The "How we protect and store personal information" section has been updated to indicate that, in addition to the previously mentioned "United States," data may be transferred "elsewhere in the world where PayPal has facilities."

The "How we use the personal information we collect" section has been updated. In the sixth bullet, "send you" has been replaced with "deliver."

Anew section has been added entitled "Marketing." It reads as follows: "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 profiles subtab under the My Account tab and adjusting your preferences under Account Information or by following the directions provided with the communication or advertisement."

The "How we share personal information with other PayPal users" section now includes the following language: "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." Examples of data that may be shared by third parties with us have also been added to this section. We have also clarified the cases in which we may be required to disclose credit card number or bank account number to include compliance with "Credit card rules".

The section "How we share personal information with other parties" has been updated. 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 that information submitted on a third party website and not directly to PayPal will be subject to the third parties' privacy policy.

• Amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

Fees:

The following foreign currency equivalents of the \$0.30 CAD fixed fee portion of the Transaction Fee will be added. The fixed fee is charged in the currency of the payment if you have a balance in your Account in that currency.

Currency	Fixed Fee	Currency	Fixed Fee
Australian Dollar	\$0.30 AUD	Norwegian Krone:	2.80 NOK
Canadian Dollar	\$0.30 CAD	Polish Zlotych:	1.35 PLN
Czech Koruna:	10.00 CZK	Singapore Dollar:	\$0.50 SGD
Danish Koruna:	2.60 DKK	Swedish Krona:	3.25 SEK
Euro:	€0.35 EUR	Swiss Franc:	0.55 CHF
Hungarian Forint:	90 HUF	U.K. Pounds Sterling:	£0.20 GBP
Japanese Yen:	¥40 JPY	U.S. Dollar:	\$0.30 USD
New Zealand Dollar:	\$0.45 NZD		

Fees: The following fee for Refunds will be added:

After August 10, 2010, the Fixed Fee portion of the Transaction Fee will be deducted from your Account at the time of the refund, in addition to full payment amount that is refunded to the buyer.

(The Fixed Fee will depend on the currency of the payment, so if the payment was made in CAD then the refund fee is \$0.30.)

Fees: The foreign currency equivalents of the Chargeback fee have been added and will apply to Chargebacks filed and charged in the currency of the transaction as follows:

Currency	Chargeback Fee
Australian Dollar:	\$15.00 AUD
Canadian Dollar:	\$15.00 CAD
Czech Koruna:	250.00 CZK
Danish Koruna:	60.00 DKK
Euro:	€11.25 EUR
Hungarian Forint:	2000 HUF
Japanese Yen:	¥1,300 JPY
New Zealand Dollar:	\$15.00 NZD
Norwegian Krone:	65.00 NOK
Polish Zlotych:	30.00 PLN
Singapore Dollar:	\$15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
U.K. Pounds Sterling:	£7.00 GBP
U.S. Dollar:	\$10.00 USD

Brand Parity:

Your obligation not to display a preference for one Card over another will be expanded and you will not be allowed to discriminate against one Card over another.

Card Not Present. The following section was added:

You acknowledge that PayPal processes transactions through the Products as remote (card not present) payments. If you accept a Card that is physically presented to you at the point of sale you acknowledge that the scope of your protection from Chargebacks will be limited to the protection that is available for remote payments.

Required Use of Express Checkout.

The following sentence was added to the requirements around how you treat PayPal Express Checkout:

You shall not discriminate against PayPal, nor discourage its use, as a payment option over any other payment option offered by you.

Disclaimer. The following disclaimer was added:

PayPal does not guarantee, represent nor warrant that the PayPal Services and related features that enable you to detect or minimize fraudulent transactions will discover or prevent all non-valid or fraudulent transactions. PayPal is not responsible for any non-valid or fraudulent transactions that are processed.

Reserves and Protective Actions.

The following sub sections were added to the Reserve section, which was renamed "Reserve and Protective Actions":

Additional Actions. We may take other reasonable actions we determine are necessary to protect against the risk associated with your PayPal Account including requesting additional collateral from you such as a letter of credit or a personal guarantee. PayPal may contact your customers, on your behalf, in the event that PayPal is investigating potential fraud.

<u>Information</u>. In order to determine the risk associated with your PayPal Account, PayPal may request at any time, and you agree to provide, any information about your business, operations or financial condition. We reserve the right to reassess your eligibility for any Product if your business is materially different from the information you provided in your application.

General Provisions.

The following general provisions were added to the Agreement:

a. <u>Law and Forum for Disputes</u>. Except as otherwise agreed by the parties or as described in section 14.1 or 14.2 of the PayPal User Agreement, you agree that any claim or dispute you may have against PayPal must be resolved by a court located in New Brunswick, Canada. You agree to submit to the personal jurisdiction of the courts located within New Brunswick, Canada for the purpose of litigating

- all such claims or disputes. This Pro/VT Agreement shall be governed in all respects by the laws of the Province of New Brunswick, without regard to conflict of law provisions.
- b. Indemnification. You agree to defend, indemnify and hold PayPal, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Pro/VT Agreement and/or your use of the Products or the PayPal Services accessed through the Products.
- c. 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.
- d. <u>Data Use</u>. PayPal shall have the right (i) to use the Data it receives from you as necessary to perform the PayPal Services; (ii) to collect and process the Data, subject to applicable law, to use internally for record keeping, internal reporting, analytics, fraud detection and support purposes; (iii) to compile and disclose Data in the aggregate where your individual or user Data is not identifiable, including calculating Merchant averages by region or industry, and (iv) to provide the Data as required by the Card Companies, the Acquiring Banks, law or court order, or to defend PayPal's rights in a legal dispute.
- e. <u>Complete Agreement</u>. This Pro/VT Agreement, along with the PayPal User Agreement and any applicable policies and agreements on the <u>Legal Agreements</u> page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the your use of the Products and the PayPal Services accessed through the Products. If any provision of this Pro/VT Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In addition, you're acceptance of Card transactions via a Product is also subject to a Commercial Entity Agreement you have with each of the Acquiring Banks.

Definitions. Adefinitions section was added to the end of the Agreement.

Amendment to the PayPal User Agreement

Effective Date: May 11, 2010

Print

• Amendment to the PayPal User Agreement

In Section 3.11 (PayPal Mobile) you additionally acknowledge that if you use PayPal Mobile to conduct a transaction that requires currency conversion, we will perform the currency conversion and will charge you the Currency Conversion Fee listed in Section 8. If you do not want us to perform the currency conversion, you should complete the transaction using a PayPal Service other than PayPal Mobile.

In Section 3.4 (Payment Method Limitations) you agree that your available Payment Methods may be limited if you make a PayPal payment through certain third party websites or applications.

There is a new Section 4.10 that covers your receipt of Recurring Payments. It reads as follows:

Receiving Recurring Payments. If you receive Recurring Payments you must comply with the following requirements:

- Authorization. You must receive your buyer's prior Authorization for the amount, frequency, and duration of the Recurring Payment.
- b. Notice Requirements. If the amount of the Recurring Payment varies, you must comply with one of the following three requirements:
 - You must allow your buyer to set both a minimum and maximum amount that you may charge for each Recurring Payment, and you must stay within that range; or
 - ii. You must inform your buyer of his/her right to receive notice of the amount and date of each Recurring Payment. If your buyer elects to receive such notice, you must provide the notice at least 10 Days prior to the date of the Recurring Payment; or
 - iii. You must provide your buyer with the ability to receive notice in each of the following instances:
 - 1. For every Recurring Payment;
 - 2. When the amount of the Recurring Payment will fall outside the minimum and maximum amount agreed to by your buyer; and
 - 3. When the amount of the Recurring Payment will differ from the prior Recurring Payment by more than an amount agreed to by your buyer.

If your buyer elects to receive notice in any of these instances you must provide such notice at least 10 Days prior to the date of the Recurring Payment.

c. Required Cancellation Procedures for Recurring Payments. You must provide buyers with the ability to cancel a Recurring Payment within 3 Business Days of the scheduled date of the Recurring Payment. In addition, if your buyer signed up for the Recurring Payment through an online method, you must provide a simple and easily accessible online cancellation procedure. If your buyer cancels the Recurring Payment, you may not charge for the Recurring Payment.

There is a new Section 4.11 that covers your receipt of No Log-In Payments. It reads as follows:

No Log-In Payments. If you receive No Log-In Payments you must receive your buyer's Authorization to the payment amount prior to submitting the No Log-In Payment.

Section 10.1 (Liability For PayPal Claims) is amended to state that PayPal offers protection to buyers in the United Kingdom (UK) for Significantly Not as Described Claims for purchases made with any Merchant even if the purchase is not an eBay transaction. As such, if you sell to a buyer with a UK PayPal Account and the buyer files a Significantly Not as Described 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 Significantly Not as Described 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).

Amendment to the PayPal User Agreement

Effective Date: Mar 22, 2010

Print

· Amendment to Section 13 (Protection for Buyers) of the PayPal User Agreement

Section 13.3 (Eligibility of Item Purchased) has been amended. Eligibility for PayPal Buyer Protection is now based on whether the PayPal or eBay buyer protection message is included in the eBay listing. Previously eligibility had been based only on whether a PayPal Buyer Protection message was shown.

Amendment to the PayPal User Agreement and Acceptable Use Policy

Effective Date: Mar 10, 2010

Print

· Amendment to the PayPal User Agreement

The following will be added to section 11.7 (newly numbered 11.5) as an additional example of transactions not eligible for seller protection:

"Items that are not shipped to the recipient's shipping address on the Transaction Details Page. If you originally ship the item to the shipping address on the Transaction Details Page but the item is later redirected to a different address, you will not be eligible for seller protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery."

· Amendment to the PayPal User Agreement

Section 8 (Fees) of the User Agreement is amended to state that you may not send a Personal Payment to a recipient in India. Any payment sent to India must be for a Purchase Payment and will be charged the Purchase Payment fees.

• Amendment to the PayPal Acceptable Use Policy

The PayPal Acceptable Use Policy is being updated to include in the list of Services Requiring Pre-Approval: "Airlines, scheduled or non-scheduled charters, jets, air taxi operators;"

Amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: Oct 28, 2009

Print

• Amendment to the PayPal PayPal Website Payments Pro and Virtual Terminal Agreement

The changes detailed in the policy update with effective date October 28 amending the PayPal Website Payment Pro and VT Agreement are being postponed until further notice.

• Amendment to the PayPal PayPal Website Payments Pro and Virtual Terminal Agreement

Beginning October 28, 2009 PayPal Website Payments Pro and Virtual Terminal Agreement is being amended as follows:

1. We are adding new pricing for American Express card transactions as follows:

Services	Included or Optional	Fees	
Direct Payment API Optional		Transaction Fees: 3.9% + \$0.30	Monthly Sales Volume: \$0.00 - \$3,000.00
	3.5% + \$0.30± 3.2% + \$0.30±	\$3,000.01 - \$12,000.00 \$12,000.01 - \$125,000.00	
		2.9% + \$0.30±*	Greater than \$125,000.00
		Transaction Fees:	Monthly Sales Volume:
Virtual		4.1% + \$0.30	\$0.00 - \$3,000.00
Torminal	Optional		

reminal.	3.7% + \$0.30±	\$3,000.01 - \$12,000.00
	3.4% + \$0.30±	Greater than \$12,000.00

- * Applies only to Express Checkout
- ± Merchant must complete one-time application and be approved by PayPal. Once approved, the rate is based upon the merchant's prior month's sales volume.
- 2. In addition, we are adding a new section as follows:
 - "5. Restricted Industry Sectors For American Express Transactions.
 - You may not accept American Express transactions if you or any part of your business operates in the following industry sectors:
 - i. Branded airline and lodging;
 - ii. Passenger railways (US only);
 - iii. Steamship and cruise lines;
 - iv. Airlines and air carriers not classified elsewhere;
 - v. Travel agencies and tour operators;
 - vi. Package tour operators;
 - vii. Lodging hotels, motels, resorts, central reservation services not classified elsewhere;
 - viii. Timeshares;
 - ix Automobile rental agency, and
 - x. Telecommunications (select providers).

If you or any part of your business operate in one of these sectors and you would like to accept American Express transactions, please contact American Express directly as follows:

http://www.americanexpress.com/canada/en/merchants/3-1_accepting_cards.shtml

Telephone number: 1-800-565-8588"

Amendment to the PayPal User Agreement, Privacy Policy, and Acceptable Use Policy Effective Date: Oct 14, 2009



· Amendment to the PayPal User Agreement

Beginning October 14, 2009 PayPal user agreement is being amended as follows:

We are updating section 3.2 of the PayPal user agreement to correct a typo:

The corrected section will read as follows:

"3.2 Default Payment Methods. When you make a payment, PayPal will fund your transaction in this order."

Balance

Instant Transfer from your bank account

Debit card

Credit card

eCheck

Note: We always use your Balance first. If you don't want to use your Balance, you can withdraw it before making a payment."

· Amendment to the PayPal Privacy Policy

Beginning October 14, 2009 PayPal user agreement is being amended as follows:

- 1. We are adding the following to the section titled "How we use cookies":
 - "We may also collect information about your computer or other access device to mitigate risk and for fraud prevention purposes."
- We are adding the following to the section titled "How we share personal information with other PayPal users":

"If an attempt to pay your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful payment. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller."

"Please note that merchants you buy from and contract with have their own privacy policies, and PayPal may not be held responsible for their operations, including, but not limited to, their information practices."

We are adding the following to the section titled "How we share personal information with other parties":

"We may share your personal information with:

Banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you meet their criteria which includes having PayPal close your PayPal Account due to your breach of the PayPal User Agreement)."

4. We are adding the following to the section titled "How we share personal information with other parties":

"If you open a PayPal account directly on a third party website or application, any information that you enter on that website or application (and not directly on a PayPal website) will be shared with the owner of the third party website or application."

5. Restricted Industry Sectors For American Express Transactions.

- You may not accept American Express transactions if you or any part of your business operates in the following industry sectors:
 - i. Branded airline and lodging;
 - ii. Passenger railways (US only);
 - iii. Steamship and cruise lines;
 - iv. Airlines and air carriers not classified elsewhere;
 - v. Travel agencies and tour operators;
 - vi. Package tour operators;
 - vii. Lodging hotels, motels, resorts, central reservation services not classified elsewhere;
 - viii. Timeshares;
 - ix. Automobile rental agency, and
 - x. Telecommunications (select providers).

If you or any part of your business operate in one of these sectors and you would like to accept American Express transactions, please contact American Express directly as follows:

http://www.americanexpress.com/canada/en/merchants/3-1 accepting cards.shtml

Telephone number: 1-800-565-8588

· Amendment to the Acceptable Use Policy

Beginning October 14, 2009 the PayPal Acceptable Use Policy is being amended in Section 3 (c) to add the purchase of real property as a prohibited activity.

Amendment to the PayPal Acceptable Use Policy

Effective Date: Aug 19, 2009

Print

Amendment to the PayPal Acceptable Use Policy

Beginning October 14, 2009 the PayPal Acceptable Use Policy is being amended in Section 3 (c) to add the purchase of real property as a prohibited activity.

Amendment to the PayPal User Agreement

Effective Date: Aug 19, 2009

Print

· Amendment to the PayPal User Agreement

Beginning August 19, 2009 PayPal user agreement is being amended as follows:

- 1. We are revising Section 8 of the User Agreement for two reasons:
 - a. To show the fees in a clearer manner without a substantial change, and
 - b. To insert the following:

"In some instances, personal transaction pricing may not be available, the transaction will be considered a commercial transaction and the commercial transaction fees shall apply. This may occur on non-PayPal websites that offer you the ability to send a payment from your PayPal account.

Personal transactions are always available when you go to our website, log in to your Account, click the "send money" tab, and select "Personal" when you send the money."

We are revising Sections 10.1 and 10.2 of the User Agreement. The revised section will read as follows:

"10.1 Your Liability. You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by PayPal, a PayPal User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Services.

Liability for PayPal Buyer Protection Claims, and Buyer Complaint Policy Claims. If PayPal makes a final decision that you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Your liability will include the full purchase price of the item and original shipping cost (and in some cases, you may not receive the item back). PayPal Seller Protection may cover your liability, see section 11 below.

10.2 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 Account will have a negative Balance and you will be required to immediately add funds to your Balance to eliminate the negative Balance. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you."

3. We are revising Section 10.5 of the User Agreement to allow PayPal to place reserves on Personal Accounts that are receiving Commercial Transactions.

Amendment to the PayPal Debit Card Agreement

Effective Date: Jul 01, 2009

Print

• 5. PayPal Preferred Rewards - Cash Back.

Beginning July 1, 2009 the PayPal Preferred Reward program terms are amended.

Section 5 of the PayPal Debit Card Agreement will read as follow:

"5. PayPal Preferred Rewards - Cash Back.

a. Cash back. The PayPal Preferred Rewards program provides 1% cash back on the net amount of your eligible monthly purchases. Net amount means all eligible purchases minus reversals for any reason including returns and refunds.

b. Eligibility

- Eligible purchases. To be eligible for cash back, the Debit Card purchase must be an online or signature-based that does not require a PIN (personal identification number). Some merchant locations offer you the option of choosing "Credit" or "ATM/Debit" when making a payment. To qualify for cash back, you must choose "Credit".
- 2. Your PayPal Debit Card must be in good standing at the time you make an eligible purchase and when PayPal makes the cash back payment.
- 3. If you sell on eBay or other websites, you must enroll in the PayPal Preferred Program and turn on the "Tell Buyers that I prefer PayPal payments" preference.
- c. Payout. The cash back will be calculated at the end of each calendar month and added to your PayPal Balance."

Amendment to the PayPal User Agreement

Effective Date: Jun 30, 2009

Print Print

- PayPal is going to have a newly revised seller protection policy. The new seller protection policy terms below will apply to transactions made beginning 06.30.09.
 - a. PayPal is going to have a newly revised seller protection policy. The new seller protection policy terms below will apply to transactions made beginning 06.30.09.

11.1 What is PayPal seller protection?

Protection for Claims, Chargebacks, or Reversals based on the following reasons:

- Unauthorized Payment
- Item Not Received

Seller protection in Canada is available for transactions with buyers everywhere PayPal is accepted.

11.2 How much protection is provided by PayPal seller protection?

PayPal will protect you for the full amount of the eligible payment and waive the Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive coverage.

11.3 What happens when a buyer files a Claim, Chargeback, or Reversal?

PayPal will place a temporary hold on the funds in your account to cover the full amount of the Claim, Chargeback, or Reversal. If the payment is covered by seller protection, we will release the hold and restore your access to the funds.

If the payment is not covered by seller protection, PayPal will remove the funds from your account and return the payment to the buyer. In addition, you will be responsible for PayPal's Chargeback Fee, if applicable.

11.4 What are the eligibility requirements for PayPal seller protection?

You must meet all of the basic requirements listed below: In addition, you must meet the Item Not Received requirements to be covered for Items Not Received and the Unauthorized Payments requirements to be

covered for Unauthorized Payments.

Basic Requirements:

- Ship the item to the shipping address on the "Transaction Details" page.
- 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.
- Your primary residence, as listed in your PayPal Account, must be in Canada.

Item Not Received Requirements:

- The payment must be marked "eligible" or "partially eligible" for seller protection on the Transaction Details Page.
- · You must have a Proof of Delivery.
- You must ship the item within 7 days of receipt of payment. Or, if the payment is for pre-ordered or madeto-order goods, shipment is required within the timeframe specified in your item listing.

Unauthorized Payments Requirements:

- The payment must be marked "eligible" for seller protection on the Transaction Details Page.
- You must have a Proof of Shipment or a Proof of Delivery.

11.5 What is "Proof of Shipment"?

Online or physical documentation from a shipping company that includes all of the following:

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

11.6 What is "Proof of Delivery"?

Online documentation from a shipping company that includes all of the following:

- . The date the item is delivered.
- The recipient's address, showing at least the city/state or zip code (or international equivalent).
- Signature Confirmation for payments of \$325 CAD or more (see Foreign Currency Equivalents below).

11.7 What is "Signature Confirmation"?

Online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

11.8 What are examples of items/transactions that are not eligible for seller protection?

- Claims or Chargebacks for Significantly Not as Described.
- Items that you deliver in person.
- Intangible items, licenses for digital content, and services.
- Payments through PayPal Direct Payment or Virtual Terminal.

11.9 Seller Protection Policy Definitions.

- "Chargeback" means a challenge to a payment that a buyer files directly with his or her credit card company.
- "Claim" means a challenge to a payment that a buyer files directly with PayPal.
- "Item Not Received" means a challenge from a buyer claiming that the item purchased was not received.
- "Reversal" means a challenge to a payment that a buyer files directly with his Bank, or is initiated by PayPal.
- "Transaction Details Page" means the page that includes the transaction information and can be accessed by logging into your PayPal Account.
- "Unauthorized Payment" means a challenge from a buyer claiming that he or she did not make the
 payment, and that the person who made the payment was not authorized.

Foreign Currency Equivalents (\$325.00 CAD)

\$250 US Dollars (USD)	55,000 Hungarian Forint (HUF)	800 Polish New Zloty (PLN)
350 Australian Dollar (AUD)	1,000 Israeli Shekel (ILS)	150 Pound Sterling – United Kingdom (GBP)
6,000 Czech Republic Koruna (CZK)	28,000 Japanese Yen (JPY)	400 Singaporean Dollar (SGD)
1,500 Danish Krone (DKK)	2,200 Mexican New Peso (MMN)	2,000 Swedish Krona (SEK)

200 Euro (EUR)	380 New Zealand Dollar (NZD)	330 Swiss Franc (CHF)
2,000 Hong Kong Dollar (HKD)	1,600 Norwegian Krone (NOK)	

b. PayPal is going to have a newly revised protection for buyers policy. The new terms below will apply to transactions made beginning 06/30/09.

13.1 How am I protected if I have a problem with a purchase?

PayPal has two programs to help protect you:

- PayPal Buyer Protection (for eligible items purchased on eBay)
- PayPal Buyer Complaint Policy (for all other items purchased on or off eBay)

13.2 What types of problems are covered?

PayPal's programs help you if you encounter either of these problems:

- Item Not Received (INR)
- Significantly Not as Described (SNAD) (see definition below)

If your problem is a transaction that you did not authorize, please report the unauthorized transaction through the PayPal Security Center at http://pages.ebay.ca/securitycentre/index.html.

13.3 PayPal Buyer Protection

a. What are the eligibility requirements for PayPal Buyer Protection?

You must meet all of these requirements:

- Use PayPal to purchase an eligible item on eBay.
- Pay for the full amount of the item with one payment. Items purchased with multiple payments like a deposit followed by a final payment are not eligible.
- Send the payment to the seller through:
 - o The eBay "Pay Now" button, or the eBay invoice, or
 - o the eBay invoice
- 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.
- Keep your PayPal account in good standing.

b. How do I know if I'm purchasing an eligible item on eBay?

Look for the buyer protection message in the eBay listing in the right hand column under the "Buy Safely" banner. If you see this message, and you meet the eligibility requirements, then your purchase is covered by PayPal Buyer Protection. You can also view this message after you complete your purchase by logging in to your eBay account, going to "my eBay" and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.

The buyer protection message will vary based on the eBay website. The following is an example of the PayPal Buyer Protection message:

Pay with PayPal and your full purchase price is covered | See terms

c. How much coverage do I get with PayPal Buyer Protection?

If you see the PayPal Buyer Protection message "Pay with PayPal and your full purchase price is covered", and if PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs — with no cap on coverage. If the buyer protection message includes a cap on coverage, and if PayPal finds in your favor, then PayPal will reimburse you for the full purchase price of the item and original shipping costs, up to the coverage cap specified in the buyer protection message. The amount of coverage varies based on the eBay website where the purchase is made.

PayPal will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described item to the seller or other party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the seller even if you did not receive the goods.

13.4 Dispute Resolution

If you are unable to resolve the problem directly with the seller, 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 for the item you would like to dispute.

Escalate the Dispute to a Claim.

If you and the seller are unable to come to an agreement, 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 \$2,500 U.S. Dollars or more. If you do not escalate the Dispute to a Claim within 20 days, PayPal will 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. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

Comply with PayPal's shipping requests in a timely manner.

For Significantly Not as Described (SNAD) Claims, PayPal may require you to ship the item back to the seller - or to PayPal - or to a third party at your expense, and to provide proof of delivery.

For transactions that total less than \$325 CAD, proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL to the shipping company's web site if you've selected "Other" in the shipping drop down menu. For transactions that total \$325 CAD or more, you must get signature confirmation of delivery.

How is the Claim resolved?

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 based on any criteria PayPal deems appropriate. 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 Significantly Not as Described 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 lose a Significantly Not as Described 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).

13.5 PayPal Buyer Complaint Policy

a. What is the PayPal Buyer Complaint Policy?

It is PayPal's process to help you resolve a problem directly with the seller through the PayPal Resolution Center for purchases that are not eligible for PayPal Buyer Protection.

The PayPal Buyer Complaint Policy is similar to PayPal Buyer Protection in that it enables buyers to file Disputes for Items Not Received (INR), or for items that are Significantly Not as Described (SNAD). By filing a Dispute, you can communicate with the seller and attempt to resolve the problem. If you are unable to resolve the problem, you may escalate an Item Not Receive (INR) Dispute to a Claim – but you may not escalate a Significantly Not as Described Dispute to a Claim.

Even though you may escalate an Item Not Received Dispute to a Claim, you are not guaranteed recovery. If the Claim is decided in your favor, your recovery is limited to the amounts that PayPal can recover from the seller's Account.

b. What is the process for the Buyer Complaint Policy?

Similar to PayPal Buyer Protection, you must file a Dispute in the PayPal Resolution Center within 45 days of the date you sent the payment. Once you have done so, you should attempt to resolve the Dispute directly with the seller.

c. What happens if I am unable to resolve the Dispute directly with the seller?

You may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some - but not all - Claims. You should not escalate a Dispute for Significantly Not as Described (SNAD) to a Claim because PayPal will not make a decision on a SNAD Claim under the PayPal Buyer Complaint Policy.

d. What if PavPal makes a final decision in my favor?

If PayPal makes a final decision in your favor, we will collect any available funds in the seller's PayPal balance at that time. However, recovery is not guaranteed and is limited only to the amounts that PayPal can recover from the seller's Account. Any amounts collected from the seller will be placed in your Account.

13.6 SNAD Definition

What is Significantly Not as Described (SNAD)?

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:

- You received a completely different item. Example: You 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.
- You purchased three items from a seller but only received two. The item was damaged during shipment.
- 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 you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was listed as used condition.

13.7 What items are not covered by PayPal's Protection for buyers?

Items that do not have the PayPal Buyer Protection message in the eBay listing are not covered by PayPal's Protection for buyers. In addition, the following items are prohibited under the PayPal Acceptable Use Policy and are not covered even if they do have the PayPal Buyer Protection message in the eBay listing: firearms and firearm parts, illegal and prescription drugs and drug paraphernalia, tobacco, offensive items, child pornography, and any illegal items.

13.8 Relationship between PayPal's protection programs and Chargebacks

Credit card chargeback rights, if they apply, are broader than PayPal's protection programs. Chargeback rights 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.

If PayPal does not make a final decision on your Claim until after your credit card issuer's deadline for filing a chargeback, and because of our delay you recover less than the full amount you would have been entitled to recover from the credit card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller).

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.

13.9 No Double Recovery.

You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal's protection for buyers if you have already received a recovery for that purchase directly from eBay or the seller.

Amendment to the PayPal Acceptable Use Policy

Effective Date: Jun 03, 2009

Print

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 PayPal User Agreement

Effective Date: Jun 03, 2009

Print

• 4.2 Receiving Payments for Commercial Transactions and Personal Transactions.

Beginning June 3, 2009 PayPal user agreement is being amended as follows:

- 1. Section 4.2 of the user agreement will read as follows:
- "4.2 Receiving Payments for Commercial Transactions and Personal Transactions. a. Fees depend on whether you are making a commercial transaction or a personal transaction. A commercial transaction involves buying and selling goods or services, and payments received when you send a "request money" using PayPal. Apersonal transaction involves sending money to and receiving money from friends and family without making a purchase.
- b. If you are selling goods or services, you may not ask the buyer to send you a personal payment for the purchase. If you do so, PayPal may remove your ability to accept personal payments."
- 2. Section 8 of the user agreement will read as follows:
- 8. Fees. All fees are in Canadian Dollars unless otherwise stated.

Fees depend on whether you are making a commercial transaction or a personal transaction. Acommercial transaction involves buying and selling goods or services, and payments received when you send a "request money" using PayPal. A personal transaction involves sending money to and receiving money from friends and family without making a purchase.

Personal Transactions. Fees depend on the payment source that the sender selects. The amount of the fee will be shown at the time the payment is sent. This Fee is paid by either the sender or the recipient. The sender decides who pays.

Domestic Personal Transactions - Canadian or U.S. sender and recipient.

	Payment Fully Funded by PayPal Balance or Bank	Payment Fully or Partially Funded by PayPal Credit, Debit Card, or Credit Card
Sending / Receiving	Free	2.9% + Fixed Fee (see below)

International Personal Transactions – The sender or recipient is outside Canada or the U.S.

	Payment fully funded by PayPal Balance or Bank	Payment fully or partially funded by PayPal Credit, Debit Card, or Credit Card
Sending / Receiving	This fee is based on the country of the recipient. Recipient's Country. Australia 1% Canada 1% China 0% Germany 2% Hong Kong 0% Singapore 0% Taiwan 0% U.S 1% Elsewhere 0.5%	This fee is based on the country of the recipient. Recipient's Country. Australia 3.4% + Fixed Fee Canada 3.9% + Fixed Fee China 0.0% + Fixed Fee Germany 3.9% + Fixed Fee Hong Kong 3.4% + Fixed Fee Singapore 3.4% + Fixed Fee Taiwan 3.4% + Fixed Fee U.S. 3.9% + Fixed Fee Elsewhere 3.9% + Fixed Fee

Commercial Transactions.

Domestic Commercial Transactions – Canadian or U.S. sender and recipient.

Sending (Buying)	Free	
	Standard rate:2.9% + Fixed Fee (see below) Merchant rate (requires one-time application account in good standing)	
	Transaction Monthly Sales Volume Fees:	:
Receiving (Selling)	2.9% + Fixed \$0.00 - \$3,000.00 Fee	
(SS · · · · · · · · · · · · · · · ·	2.5% + Fixed \$3,000.01 - \$10,000.00 Fee	0
	2.2% + Fixed \$10,000.01 - \$100,000 Fee	0.00
	1.9% + Fixed \$100,000.01 and over Fee	

International Commercial Transactions. The sender is outside Canada or the U.S.

Sending (Buying)	Free
	Standard rate:3.9% + Fixed Fee (see below) Merchant rate (requires one-time application, qualifying monthly sales volume, and account in good standing)
	Transaction Monthly Sales Volume: Fees:
Receiving (Selling)	3.9% + Fixed \$0.00 - \$3,000.00 Fee
(==9)	3.5% + Fixed \$3,000.01 - \$10,000.00 Fee
	3.2% + Fixed \$10,000.01 - \$100,000.00 Fee
	2.9% + Fixed \$100,000.01 and over Fee

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

Australian Dollar:	\$0.30 AUD
Canadian Dollar:	\$0.30 CAD
Czech Koruna:	10.00 CZK
Danish Koruna:	2.60 DKK
Euro:	€0.35 EUR
Hong Kong Dollar:	\$2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	¥40 JPY
Mexican Peso:	\$4.00 MXN
New Zealand Dollar:	\$0.45 NZD
Norwegian Krone:	2.80 NOK
Polish Zlotych:	1.35 PLN
Singapore Dollar:	\$0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
U.K. Pounds Sterling:	£0.20 GBP
U.S. Dollar:	\$0.30 USD

Ourrency Conversion Fee	2.5% added to the exchange rate			
Withdrawing your Balance	\$0.50 for withdraw to bank account of \$149.99 or less. Free for withdraw to bank account to \$150.00 or more.			
	This Fee is based on the	e currency receive	d as follows:	
	Australian Dollar:	\$15.00 AUD		
	Canadian Dollar:	\$15.00 CAD		
	Czech Koruna:	250.00 CZK		
	Danish Koruna:	60.00 DKK		
	Euro:	€11.25 EUR		
	Hong Kong Dollar:	\$75.00 HKD		
	Hungarian Forint:	2000 HUF		
	Israeli Shekel:	40.00 ILS		
	Japanese Yen:	¥1,300 JPY		
Chargeback Fee	Mexican Peso:	\$110.00 MMN		
	New Zealand Dollar:	\$15.00 NZD		
	Norwegian Krone:	65.00 NOK		
	Polish Zlotych:	30.00 PLN		
	Singapore Dollar:	\$15.00 SGD		
	Swedish Krona:	80.00 SEK		
	Swiss Franc:	10.00 CHF		
	U.K. Pounds Sterling:	£7.00 GBP		
	U.S. Dollar:	\$10.00 USD		

	2 up to a maximum of ar equivalent as follows:	nount \$1.25 CA	O per recipient, or foreign currency
	Australian Dollar:	\$1.25 AUD	
	Canadian Dollar:	\$1.25 CAD	
	Czech Koruna:	24.00 CZK	
	Danish Koruna:	6.00 DKK	
	Euro:	€0.85 EUR	
	Hong Kong Dollar:	\$7.00 HKD	
	Hungarian Forint:	210 HUF	
	Israeli Shekel:	4.00 ILS	
Sending Payments through Mass Payments	Japanese Yen:	¥120 JPY	
	Mexican Peso:	\$11.00 MXN	
	New Zealand Dollar:	\$1.50 NZD	
	Norwegian Krone:	6.75 NOK	
	Polish Zlotych:	3.00 PLN	
	Singapore Dollar:	\$1.60 SGD	
	Swedish Krona:	9.00 SEK	
	Swiss Franc:	1.30 CHF	
	U.K. Pounds Sterling:	£0.65 GBP	
	U.S. Dollar:	\$1.00 USD	
Card and Debit Card	\$2.45		
Confirmation Fee			

card or debit card confirmation process.

PayPal Debit Card Fees

U.S. ATMWithdrawal	\$1.00 USD (plus any amounts charged by the ATM owner)
Signature Withdrawal	\$3.00 USD if a signature is required.
Non-U.S. ATM Withdraw all (using an ATM machine that is not in the U.S.)	1% This fee will apply even if the transaction does not require a currency conversion.
Non-U.S. Debit Card Usage (making a purchase from a seller who is not in the U.S.)	1% This fee will apply even if the transaction does not require a currency conversion.
Ourrency Conversion Fee	2.5% added to the exchange rate

3. Section 13.9 of the user agreement will read as follows:

"13.9 No Double Recovery. You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal's protection for buyers if you have already received a recovery for that purchase directly from eBay or the seller."

Amendment to the PayPal User Agreement

Effective Date: Apr 08, 2009

Print

- Beginning April 8, 2009 the PayPal User Agreement is being amended as follows:
 - 1. Section 13.4 is being amended to include the following language:

"If you lose a Significantly Not as Described 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)."

2. Section 13.5 is being revised. The new Section 13.5 will read as follows:

"What is the PayPal Buyer Complaint Policy?

a. What is the PayPal Buyer Complaint Policy?

It is PayPal's process to help you resolve a problem directly with the seller through the PayPal Resolution Center for purchases that are not eligible for PayPal Buyer Protection.

The PayPal Buyer Complaint Policy is similar to PayPal Buyer Protection in that it enables buyers to file Disputes for Items Not Received (INR), or for items that are Significantly Not as Described (SNAD). By filing a Dispute, you can communicate with the seller and attempt to resolve the problem. If you are unable to resolve the problem, you may escalate an Item Not Receive (INR) Dispute to a Claim – but you may not escalate a Significantly Not as Described Dispute to a Claim.

Even though you may escalate an Item Not Received Dispute to a Claim, you are not guaranteed recovery. If the Claim is decided in your favor, your recovery is limited to the amounts that PayPal can recover from the seller's Account.

b. What is the process for the Buyer Complaint Policy?

Similar to PayPal Buyer Protection, you must file a Dispute in the PayPal Resolution Center within 45 days of the date you sent the payment. Once you have done so, you should attempt to resolve the Dispute directly with the seller.

c. What happens if I am unable to resolve the Dispute directly with the seller?

You may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some - but not all - Claims. You should not escalate a Dispute for Significantly Not as Described (SNAD) to a Claim because PayPal will not make a decision on a SNAD Claim under the PayPal Buyer Complaint Policy."

3. The Exchange Rate and Currency Conversion Fee is being renamed to "Currency Conversion Fee". The amount of the fee is "2.5% added to the exchange rate". This change is only for clarification purposes and does not change the application of the fee.

Amendment to Section 2 of the PayPal Pro / Virtual Terminal Agreement

Effective Date: Feb 25, 2009

Print

• Amendment to Section 2 of the PayPal Pro / Virtual Terminal Agreement

Beginning February 25, 2009 the PayPal Pro / Virtual Terminal Agreement is being amended to revise the Per Transaction Fees in Sections 2.a and 2.b to add a one-time application requirement to qualify for transaction discounts over \$3,000.00 CAD for Website Payments Pro and for Virtual Terminal, and to increase the monthly sales volume required for the 1.9% + \$0.30 rate from \$100,000.01 to amounts greater than \$125,000.00 CAD. The Chargeback Fee in Section 2.c. is also being changed from \$10.00 CAD to \$15.00 CAD per Canadian chargeback filed and \$10.00 per U.S. chargeback filed. The new Sections 2.a and 2.b follow (all Fees are stated in CAD Dollars):

• Website Payments Pro:

Services	Included or Optional	Fees		
Direct Payment API	Included	Monthly Fee: \$35.00		
Express Checkout		Transaction Fees:	Monthly Sales Volume:	
		2.9% + \$0.30	\$0.00 - \$3,000.00	
		2.5% + \$0.30±	\$3,000.01 - \$12,000.00	
		2.2% + \$0.30±	\$12,000.01 - \$125,000.00	
		1.9% + \$0.30±*	Greater than \$125,000.00	
Virtual Terminal	la alcada d (con a a			
virtuai Terminai	Included (upon approval)	Transaction Fees:	Monthly Sales Volume:	
		3.1% + \$0.30	\$0.00 - \$3,000.00	
		2.7% + \$0.30±	\$3,000.01 - \$12,000.00	
		2.4% + \$0.30±	Greater than \$12,000.00	
Recurring Payments	Included	Standard transaction fees apply No additional fee		
Fraud Management Filters	Optional	No Charge		

Advanced Fraud Management Filters	Optional	\$20.00 per month + \$0.05 per transaction
* Applies only to Express ±Merchant must complete	e one-time application	n and be approved by PayPal. Once approved, the rate is

• Virtual Terminal - a la carte:

Services	Included or Optional	Fees	
Virtual Terminal Included		Monthly Fee:	
	Transaction Fees:	Monthly Sales Volume:	
	3.1% + \$0.30	\$0.00 - \$3,000.00	
		2.7% + \$0.30±	\$3,000.01 - \$12,000.00
		2.4% + \$0.30±	Greater than \$12,000.00
Recurring Payments	Included	Standard transaction No additional fee	fees apply
Fraud Management Filters	Optional	No Charge	
Advanced Fraud Management Filters	Optional	\$20.00 per month + \$0.05 per transaction	
	ete one-time application a ant's prior month's sales		Pal. Once approved, the rate is

Amendment to the PayPal User Agreement

Effective Date: Feb 11, 2009

Print

· Section 11 of the PayPal user agreement is amended for clarification purposes. The new section 11 will read as follows:

Beginning February 11, 2009 the PayPal User Agreement is being amended as follows:

1. Section 11 of the PayPal user agreement is amended for clarification purposes. The new section 11 will read as follows:

11.1 What is PayPal seller protection?

Protection for Claims, Chargebacks, or Reversals based on the following reasons:

- Unauthorized Payment
- Item Not Received

Seller protection in Canada is available for transactions with buyers everywhere PayPal is accepted.

11.2 How much protection is provided by PayPal seller protection?

PayPal will protect you for the full amount of the eligible Chargeback or Reversal up to \$6,500 CAD per calendar year (see Annual Limit Foreign Currency Equivalents below). PayPal will also waive the Chargeback Fee, if applicable.

11.3 What happens when a buyer files a Claim, Chargeback, or Reversal?

PayPal will place a temporary hold on the funds in your account to cover the full amount of the Claim, Chargeback, or Reversal. If PayPal determines that the payment is covered by seller protection, we will release the hold and restore your access to the funds.

If the payment is not eligible for seller protection, PayPal will remove the funds from your account and return the payment to the buyer. In addition, you will be responsible for PayPal's Chargeback Fee, if applicable.

11.4 What are the eligibility requirements for PayPal seller protection?

You must meet all of these requirements to be covered:

- Have a Verified Business or Verified Premier Account at the time of the transaction.
- The payment must be marked eligible for seller protection on the Transaction Details Page.
- $\bullet\,\,$ Ship the item to the shipping address on the Transaction Details Page.
- Ship the item to the buyer within 7 Days of receiving payment. Or, if you are selling a made-to-order or preordered item on eBay, you must ship the item within the time-frame you specified in your eBaylisting.
- Provide a Proof of Delivery.
- The item must be a physical, tangible good that can be shipped.
- Respond to PayPal's requests for documentation and other information in a timely manner.

• Your primary residence, as listed in your PayPal Account, must be in Canada.

Additional qualification requirement for Unauthorized Payments:

• The address on the Transaction Details Page that you ship to must be a Confirmed Address.

11.5 What is "Proof of Delivery"?

Online delivery documentation from a shipping company that includes all of the following:

- . The date of delivery.
- The recipient's address, showing at least the city/state or zip code (or international equivalent).
- Signature Confirmation for transactions that total \$ 325 CAD or more (see Foreign Currency Equivalents below).

11.6 What is "Signature Confirmation"?

Online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

11.8 What are examples of items/transactions that are not eligible for seller protection?

- Claims or Chargebacks for Significantly Not as Described.
- Items that you deliver in person.
- Intangible items, licenses for digital content, and services.
- Transactions made through PayPal Direct Payment or Virtual Terminal.

11.9 Seller Protection Policy Definitions.

- "Chargeback" means a challenge to a payment that a buyer files directly with his or her credit card company.
- "Claim" means a challenge to a payment that a buyer files directly with PayPal.
- "Confirmed Address" means an address that has been reviewed by PayPal and found highly likely to be that of the User to which it is associated
- "Item Not Received" means a challenge from a buyer claiming that the item purchased was not received.
- "Reversal" means a challenge to a payment that a buyer files directly with his Bank, or is initiated by PayPal
- "Transaction Details Page" means the page that includes the transaction information and can be
 accessed by logging into your PayPal Account, selecting "History" and then selecting "Details" for the
 transaction
- "Unauthorized Payment" means a challenge from a buyer claiming that he or she did not make the
 payment, and that the person who made the payment was not authorized.

Signature Confirmation Foreign Currency Equivalents (\$ 325 CAD)

\$250 US Dollars (USD)	55,000 Hungarian Forint (HUF)	800 Polish New Zloty (PLN)
350 Australian Dollar (AUD)	1,000 Israeli Shekel (ILS)	150 Pound Sterling – United Kingdom (GBP)
6,000 Czech Republic Koruna (CZK)	28,000 Japanese Yen (JPY)	400 Singaporean Dollar (SGD)
1,500 Danish Krone (DKK)	2,200 Mexican New Peso (MXN)	2,000 Swedish Krona (SEK)
200 Euro (EUR)	380 New Zealand Dollar (NZD)	330 Swiss Franc (CHF)
2,000 Hong Kong Dollar (HKD)	1,600 Norwegian Krone (NOK)	

Annual Limit Foreign Currency Equivalents (\$6,500 CAD)

Please note that the maximum annual coverage amount is \$6500 or the foreign currency equivalent.

\$5,000.00 US Dollars (USD)	1,080,000 Hungarian Forint (HUF)	16,000.00 Polish New Zloty (PLN)
\$7,000.00 Australian Dollar (AUD)	20,000 Israeli Shekel (ILS)	£3,250.00 Pound Sterling – United Kingdom (GBP)
120,000.00 Czech Republic Koruna (CZK)	¥550,000 Japanese Yen (JPY)	\$8,100.00 Singaporean Dollar (SGD)
31,000.00 Danish Krone (DKK)	2,200 Mexican New Peso (MXN)	40,000.00 Swedish Krona (SEK)
€4,000.00 Euro (EUR)	\$7,700.00 New Zealand Dollar (NZD)	6,500.00 Swiss Franc (CHF)

Section 12 of the PayPal user agreement is amended for clarification purposes. The new section 12 will read as follows:

12. Unauthorized Transactions

12.1 What does 100% protection for unauthorized transactions mean?

PayPal will cover you for the full amount of every eligible unauthorized transaction.

12.2 What is an unauthorized transaction?

An unauthorized transaction is either:

- Money that was sent from your PayPal Account that you did not authorize and that did not benefit you.
 - An example of an unauthorized transaction is if someone steals your password, uses the password to access your Account, and sends a payment from your Account.
- A processing error that either incorrectly takes money from your PayPal account or incorrectly places money in your PayPal account.
 - · An example of a processing error is if you send a payment and it is debited twice from your Account.

You should regularly log into your PayPal account and review your Account history to ensure that there has not been an unauthorized transaction. 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.

12.3 What are the eligibility requirements?

To be eligible for 100% protection for unauthorized transactions, you must notify us within 60 days after the unauthorized transaction first appears in your Account history. Otherwise, you will be liable for related losses that occur on day 61 and beyond, if we can prove that we could have stopped the losses had you told us in time. 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.

Notify us as follows:

- Use this form to file an unauthorized transaction report in the PayPal Resolution Center, or
- Write to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950, or
- Telephone PayPal Customer Service at (402) 935-7733.

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

- Your name and email address registered to your Account, and
- A description of the suspected unauthorized transaction and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction, and
- The dollar amount of the suspected unauthorized transaction.

You should immediately notify PayPal if you believe (a) there has been an unauthorized transaction or access to your Account, (b) your password or PayPal Mobile PIN has been compromised; or (c) your PayPal Debit Card or PayPal Mobile-activated phone has been lost, stolen, or deactivated. If you notify us by telephone, we may request that you send us your complaint or question in writing within 10 Business Days. Please complete the affidavit form and submit it online or send it to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950.

12.5 What happens after I notify PayPal of a suspected unauthorized transaction?

Once you notify us of a suspected unauthorized transaction, or we otherwise learn of one, we will do the following:

- We will conduct an investigation to determine whether there has been an unauthorized transaction that is eligible for coverage under this section.
- We will complete our investigation within 10 Business Days of the date you notified us of the suspected unauthorized transaction (or within 20 Business Days for point of sale or foreign initiated transactions).
 If we need more time, we may take up to 45 Business Days to complete our investigation (or up to 90 Business Days for point of sale or foreign initiated transactions).
 - If we decide that we need more time to complete our investigation, we will provisionally credit your PayPal Account for the amount of the suspected unauthorized transaction. You will receive the provisional credit within 10 Business Days of the date we received your notice (or within 20 Business Days for point of sale or foreign initiated transactions). This will allow you to have use of the money until we complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we will not provisionally credit your Account.
- We will inform you of our decision within 3 Business Days after completing our investigation.
 - If we determine that there was an eligible unauthorized transaction, we will promptly deposit the full
 amount of the unauthorized transaction into your Account. 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 eligible unauthorized transaction, 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 PavPal Account. You may request copies of the documents that we used in our investigation.

12.6 What happens if PayPal makes a processing error?

If we discover a processing error, we will rectify the error. If the error resulted in your receiving less money than you were entitled to, PayPal will credit your Account for the difference. If the error results in you receiving more money than you were entitled to, PayPal may debit the extra funds from your PayPal Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

Amendment to the PayPal Acceptable Use Policy

Effective Date: Nov 05, 2008

Print

Prohibited Activities

Beginning November 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 User Agreement

Effective Date: Oct 31, 2008

Print

· Amendment to the PayPal User Agreement

Amendment to the PayPal User Agreement. This Amendment to the PayPal User Agreement is being issued to correct a mistake in the prior Amendment to the PayPal User Agreement.

A. CORRECTION: The Amendment to the PayPal User Agreement below announcing the newly revised PayPal's seller protection effective September 30, 2008, is incorrect. The error is that PayPal will not be introducing the newly revised seller protection until further notice. The current seller protection policy in section 11 of the PayPal User Agreement will remain in effect until further notice.

B. CORRECTION: The Amendment to the PayPal User Agreement below announcing the newly revised protection for buyers effective September 30, 2008, is incorrect. The error is that it states that the newly revised protection for buyers will apply to Claims filed beginning 09/30/08. The purpose of this correction is to inform you that the newly revised protection for buyers will apply to transactions made beginning October 31, 2008. Please see the Amendment to the PayPal User Agreement below for the terms and conditions of the newly revised protection for buyers.

Amendment to the PayPal User Agreement

Effective Date: Sep 30, 2008

Print

• What is PayPal seller protection?

1. PayPal is going to have a newly revised seller protection policy. The new seller protection policy terms below will apply to Claims, Reversals and Chargebacks filed beginning 09/30/08.

11.1 What is PayPal seller protection?

Protection for Claims, Chargebacks, or Reversals based on the following reasons:

- Unauthorized Payment
- Item Not Received

Seller protection is available for transactions with buyers everywhere PayPal is accepted. Seller protection does not provide protection for Significantly Not as Described (SNAD) Claims, Chargebacks, or Reversals or for items that you deliver in person.

11.2 How much protection is provided by PayPal seller protection?

PayPal will protect you for the full amount of the eligible Claim, Chargeback, or Reversal and waive the Chargeback Fee, if applicable. There is no annual limit on protection.

11.3 What happens when a buyer files a Claim, Chargeback, or Reversal?

PayPal will place a temporary hold on the funds in your account to cover the full amount of the Claim, Chargeback, or Reversal. If PayPal determines that the payment is covered by seller protection, we will release the hold and restore your access to the funds.

If the payment is not eligible for seller protection, PayPal will remove the funds from your account and return the payment to the buyer. In addition, you will be responsible for PayPal's Chargeback Fee, if applicable.

11.4 What are the eligibility requirements for PayPal seller protection?

You must meet all of these requirements to be covered:

- Ship the item to the shipping address on the "Transaction Details" page.
 - You may access the "Transaction Details" page by logging into your PayPal Account, selecting "History" and then selecting "Details" for the transaction.
- Follow the shipping requirements described below.
- Respond to PayPal's requests for documentation and other information in a timely manner.
- The transaction must be marked eligible or partially eligible for seller protection on the "Transaction Details" page.
 - If it is marked eligible, protection for both Unauthorized Payments and Item Not Received will apply. If it
 is marked partially eligible, protection for only Item Not Received will apply.
 - Items sold on eBay will be marked eligible even if the shipping address is marked unconfirmed.
 Generally, items sold on websites other than eBay will be marked eligible if the shipping address is marked confirmed and partially eligible if the shipping address is marked unconfirmed.
- The item must be a physical, tangible good that can be shipped.
- Your primary residence, as listed in your PayPal Account, must be in the United States.

11.5 What are the shipping requirements?

Shipping requirements	Protection for Unauthorized Payment	Protection for Item Not Received
Proof of Shipment	×	
Proof of Delivery		×
Shipment within 7 calendar days of receipt of payment *		×

^{*} If the payment is for pre-ordered or made-to-order goods, shipment is required within the timeframe specified in your item listing.

11.6 What is "Proof of Shipment"?

Online or physical documentation from a shipping company that includes all of the following:

- Astatus of "shipped" (or equivalent) and the date of shipment.
- The recipient's address, showing at least the city/state or zip code (or international equivalent).
- Official acceptance from the shipping company (for example, a postmark, a receipt, or online tracking information).

Or, if you have Proof of Delivery then you do not need Proof of Shipment.

11.7 What is "Proof of Delivery"?

Online documentation from a shipping company that includes all of the following:

- Astatus of "delivered" (or equivalent) and the date of delivery.
- The recipient's address, showing at least the city/state or zip code (or international equivalent).
- Signature Confirmation for transactions that total \$250 USD or more (see Foreign Currency Equivalents below).

11.8 Which shipping services provide Proof of Shipment, Proof of Delivery, and/or Signature Confirmation?

You may use any shipping service that meets PayPal's shipping requirements. The following services meet the requirements:

Shipping From	Shipping To	Value Of Items	Shipping Services
Anywhere	Anywhere	Any value	Any international shipping service that provides door-to-door tracking that is viewable online, such as those offered by UPS, FedEx, or DHL
United States	United States	Less than \$250 USD	USPS: any service with Delivery Confirmation
United States	United States	\$250 USD or more	USPS: any service with Signature Confirmation

United States	Anywhere	Less than \$250 USD	USPS: Priority Mail with the Customs Declaration form (tracking not available for all destinations)
United States	Anywhere	\$250 USD or more	USPS: Express Mail

11.9 What are examples of items/transactions that are not eligible for seller protection?

- Claims, Chargebacks or Reversals for Significantly Not as Described
- Items that you deliver in person
- Intangible items, licenses for digital content, and services
- Transactions made through PayPal Direct Payment or Virtual Terminal

11.10 Seller Protection Policy Definitions

- "Chargeback" means a challenge to a payment that a buyer files directly with his or her credit card company.
- "Claim" means a challenge to a payment that a buyer files directly with PayPal.
- "Item Not Received" means a challenge from a buyer claiming that the item purchased was not received.
- "Reversal" means a challenge to a payment that a buyer files directly with his Bank, or is initiated by PayPal.
- "Signature Confirmation" means documentation that can be viewed online at the shipping company's
 website and indicates that the item was signed for on delivery.
- "Unauthorized Payment" means a challenge from a buyer claiming that he or she did not make the
 payment, and that the person who made the payment was not authorized.

11.11 Foreign Currency Equivalents (\$250 USD)

350 Australian Dollar (AUD)	55,000 Hungarian Forint (HUF)	800 Polish New Zloty (PLN)
325 Canadian Dollar (CAD)	1,000 Israeli Shekel (ILS)	150 Pound Sterling – United Kingdom (GBP)
6,000 Czech Republic Koruna (CZK)	28,000 Japanese Yen (JPY)	400 Singaporean Dollar (SGD)
1,500 Danish Krone (DKK)	2,200 Mexican New Peso (MXN)	2,000 Swedish Krona (SEK)
200 Euro (EUR)	380 New Zealand Dollar (NZD)	330 Swiss Franc (CHF)
2,000 Hong Kong Dollar (HKD)	1,600 Norwegian Krone (NOK)	

^{2.} PayPal is going to have a newly revised protection for buyers policy. The new terms below will apply to Claims filed beginning 09/30/08.

13.1 How am I protected if I have a problem with a purchase?

PayPal has two programs to help protect you:

- PayPal Buyer Protection (for eligible items purchased on eBay)
- PayPal Buyer Complaint Policy (for all other items purchased on or off eBay)

13.2 What types of problems are covered?

PayPal's programs help you if you encounter either of these problems:

- Item Not Received (INR)
- Significantly Not as Described (SNAD) (see definition below)

If your problem is a transaction that you did not authorize, please report the unauthorized transaction through the PayPal Security Center at https://www.paypal.com/security.

13.3 PayPal Buyer Protection

a. What are the eligibility requirements for PayPal Buyer Protection?

You must meet all of these requirements:

- Use PayPal to purchase an eligible item on eBay.
- Pay for the full amount of the item with one payment. Items purchased with multiple payments like
 a deposit followed by a final payment are not eligible.
- Send the payment to the seller through:
 - The eBay "Pay Now" button or the eBay invoice, or
 - The "Send Money" tab on your PayPal account overview page by selecting "Pay for eBay Items" and entering your eBay User ID and the eBay item number.

- 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.
- · Keep your PayPal account in good standing.

b. How do I know if I'm purchasing an eligible item on eBay?

Look for the buyer protection message in the eBay listing in the right hand column under the "Buy Safely" banner. If you see this message, and you meet the eligibility requirements, then your purchase is covered by PayPal Buyer Protection. You can also view this message after you complete your purchase by logging in to your eBay account, going to "my eBay" and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.

The buyer protection message will vary based on the eBay website. Here are examples of the buyer protection message:

eBay.ca (capped coverage)

PayPal

This item is covered up to C\$2000
See eligibility

PayPal

This item is covered up to C\$200
See eligibility

eBay.com (uncapped coverage)

PayPal

Pay with PayPal and you're covered.

See eligibility

c. How much coverage do I get with PayPal Buyer Protection?

If the buyer protection message includes a cap on coverage (such as the message on eBay.ca above), and if PayPal finds in your favor, then PayPal will reimburse you for the full purchase price of the item and original shipping costs, up to the coverage cap specified in the buyer protection message. If you see the eBay.com buyer protection message "Pay with PayPal and you're covered", and if PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs – with no cap on coverage. The amount of coverage varies based on the eBay website where the purchase is made.

PayPal will not reimburse you for the return shipping costs that you incur to return a Significantly Not as Described item to the seller or other party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the seller even if you did not receive the goods.

13.4 Dispute Resolution

If you are unable to resolve the problem directly with the seller, 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 for the item you would like to dispute.

Escalate the Dispute to a Claim.

If you and the seller are unable to come to an agreement, 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 \$2,500 or more. If you do not escalate the Dispute to a Claim within 20 days, PayPal will 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. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

Comply with PayPal's shipping requests in a timely manner.

For Significantly Not as Described (SNAD) Claims, PayPal may require you to ship the item back to the seller - or to PayPal - or to a third party at your expense, and to provide proof of delivery.

For transactions that total less than \$250, proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL to the shipping company's web site if you've selected "Other" in the shipping drop down menu. For transactions that total \$250 or more, you must get signature confirmation of delivery.

How is the Claim resolved?

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 based on any criteria PayPal deems appropriate. 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 may require the buyer to ship an item that the buyer claims is Significantly Not as Described back to the seller (at the buyer's expense), and PayPal may 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.

13.5 PayPal Buyer Complaint Policy

a. What is the PayPal Buyer Complaint Policy?

It is PayPal's process to help you resolve a problem with a seller through the PayPal Resolution Center for purchases that are not eligible for PayPal Buyer Protection.

The PayPal Buyer Complaint Policy is similar to PayPal Buyer Protection in that it enables buyers to file Disputes for Items Not Received (INR), or for items that are Significantly Not as Described (SNAD). However, recovery of any amounts is not guaranteed and is limited to the amounts that PayPal can recover from the seller's Account, even if PayPal makes a final decision in your favor.

b. What is the process for the Buyer Complaint Policy?

Similar to PayPal Buyer Protection, you must file a Dispute in the PayPal Resolution Center within 45 days of the date you sent the payment. Once you have done so, you should attempt to resolve the Dispute directly with the seller.

c. What happens if I am unable to resolve the Dispute directly with the seller?

You may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some - but not all - Claims.

PayPal will generally make a final decision for an Item Not Received (INR) Claim, but will not make a final decision for a Significantly Not as Described (SNAD) Claim, or Claims involving the following purchases: intangible items, licenses, airline flight tickets, services, vehicles, live auctions, real estate, classified ads on eBay, or other items as determined by PayPal (collectively "Ineligible Items"). This means that unless the seller voluntarily refunds your money, you will not recover any amounts for a SNAD Claim or a Claim for an Ineligible Item filed under the Buyer Complaint Policy.

d. What if PayPal makes a final decision in my favor?

If PayPal makes a final decision in your favor, we will collect any available funds in the seller's PayPal balance at that time. However, recovery is not guaranteed and is limited only to the amounts that PayPal can recover from the seller's Account. Any amounts collected from the seller will be placed in your Account.

13.6 SNAD Definition

What is Significantly Not as Described (SNAD)?

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:

- You received a completely different item. Example: You 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.
- You purchased three items from a seller but only received two.

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 you didn't want it after you received it.
- The item was properly described but did not meet your expectations.
- The item has minor scratches and was listed as used condition.

13.7 What items are not covered by PayPal's Protection for buyers?

PayPal's protection for buyers only applies to payments for tangible, physical goods that can be shipped. Payments for intangibles, services, custom made items, airline flight tickets, eBay classified advertisements, items prohibited under our Acceptable Use Policy or licenses and other access to digital content are not eligible under PayPal's protections for buyers.

13.8 Relationship between PayPal's protection programs and Chargebacks

Credit card chargeback rights, if they apply, are broader than PayPal's protection programs. Chargeback rights 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.

If PayPal does not make a final decision on your Claim until after your credit card issuer's deadline for filing a chargeback, and because of our delay you recover less than the full amount you would have been entitled to recover from the credit card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller).

· Use of PayPal on eBay

Beginning September 3, 2008 the PayPal User Agreement is being amended as follows:

- 1. Section 4.3 will be amended to read:
- 4.3 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 the US.
 - e. Sellers may not charge a surcharge for accepting PayPal as a payment method.
- 2. Section 13.1 (in Exhibit "A" to section 13) is amended so that the Buyer Protection Programs do not cover Classified Ads on eBay.

Amendment to the PayPal Pro / Virtual Terminal Agreement, Exhibit "A" Data Security Effective Date: Sep 03, 2008

Print

· PayPal Pro / Virtual Terminal Agreement

Beginning September 3, 2008 the PayPal User Agreement is being amended as follows:

The PayPal Pro/ Virtual Terminal agreement is being amended. Below is the amended agreement:

PayPal Pro / Virtual Terminal Agreement

This PayPal Pro / Virtual Terminal Agreement ("Agreement") is a contract between you (the "Merchant") and PayPal CA Limited and applies to your use of Website Payments Pro, or Virtual Terminal (the "Products"). Each of the Products includes the Services listed herein. You must read, agree with and accept all of the terms and conditions contained in this Agreement. This Agreement applies in addition to the PayPal User Agreement and any other agreements to which you have entered into with PayPal (collectively"User Agreements"). 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. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of Substantial Change by posting notice on the "Policy Updates" page of our website. All capitalized terms not defined herein are defined in the PayPal User Agreement.

1. Credit Report Authorization.

I authorize PayPal, effective immediately, to obtain my personal credit report from a consumer reporting agency to process this application. My consent continues during the term of this agreement for account review purposes. I understand my right to review my credit report file and correct errors by contacting the consumer reporting agency.

2. Products and Fees (all Fees are stated in CAD Dollars).

a. Website Payments Pro:

Services	Included or Optional	Fees	
Direct Payment API	Included	Monthly Fee: \$35.00	
Express Checkout		Transaction Fees:	Monthly Sales Volume:
Crieckout		2.9%+ \$0.30	0 - \$3,000.00
		2.5%+\$0.30	\$3,000.01 — \$12,000.00
		2.2%+\$0.30	\$12,000.01 and over
	1.9%+\$0.30*	\$100,000.01 and over	
		*Applies to Express Ch	neckout only
Virtual Terminal	Included (upon approval)	Transaction Fees:	Monthly Sales Volume:
		3.1%+ \$0.30	0 - \$3,000.00
		2.7%+\$0.30	\$3,000.01 –
		Σ /0. ψ0.00	\$12,000.00

		2.4%+\$0.30	\$12,000.01 and over
Recurring Payments	Included	Standard transaction fe No additional fee	ees apply
Risk Controls	Optional	No charge	
Fraud Management Filters	Optional	No charge	
Advanced Fraud Management Filters	Optional	\$20.00 per month + \$0	.05 per transaction

b. Virtual Terminal – a la carte:

Services	Included or Optional	Fees	
Virtual Included Terminal	Monthly Fee: \$35.00		
		Transaction Fees:	Monthly Sales Volume:
		3.1%+\$0.30	0 - \$3,000.00
		2.7%+ \$0.30	\$3,000.01 — \$12,000.00
		2.4%+ \$0.30	\$12,000.01 and over
Recurring Payments	Included	Standard transaction for No additional fee	ees apply
Risk Controls	Optional	No charge	
Fraud Management Filters	Optional	No charge	
Advanced Fraud Management Filters	Optional	\$20.00 per month + \$0.05 per transaction	

c. Additional Features:

Features	Fees
Authorization Fee for each successful uncaptured Direct Payment API, or Virtual Terminal authorization	\$0.30 per transaction
Cross-Border Fees for Direct Payment API, Virtual Terminal, or Express Checkout transactions (for receiving payments from buyers outside of Canada and the United States)	1.0% added to the Transaction Fees
Failure to use Express Checkout Fee (applies to Website Payments Pro)	Up to 0.50% added to the Transaction Fees for failure to use Express Checkout as stated in section 2(f).
Risk Factors Fee	Up to 5.0% added to the Transaction Fees if PayPal determines that your Account presents Risk Factors as stated in section 2(g).

- d. Payment of Fees Due Under This Agreement. For Website Payments Pro and Virtual Terminal, you agree to allow PayPal to charge your PayPal Account every month in advance for fees that become due under this Agreement. In the event that PayPal is unable to withdraw the Monthly Fee from your PayPal Account, PayPal may terminate your use of the Services within 30 days of the date that the Monthly Fee was due and you will remain obligated to pay PayPal for any unpaid amounts. Monthly Fees are non-refundable.
- e. **Promotional Period.** If you have signed up for the Services pursuant to a promotional period, you agree to pay the Monthly Fee immediately upon the expiration of a promotional period offered by PayPal.
- f. Failure to Use Express Checkout Fee: If you fail to comply with the requirement to use Express Checkout, you may be subject to a fee increase resulting in up to a 0.50% increase to your Transaction Fees. This Fee may be included in your initial rate when you first sign up for the Services, or may be added at any time by PayPal with 30 days' prior written notice of the fee increase. You agree to terminate your use of the Services if you do not agree to this Fee.

g. Risk Factors Fee: If PayPal determines that your Account presents, or is likely to present, a disproportionately high number of customer complaints, reversals, chargebacks, claims, fees, fines, penalties or other liability (collectively "Risk Factors"), you may be subject to a fee increase resulting in an up to 5% increase to your Transaction Fees. This Fee may be included in your initial rate when you first sign up for the Services, or may be added at any time by PayPal with 30 days' prior written notice of the fee increase. You agree to terminate your use of the Services if you do not agree to this Fee.

3. Merchant Obligations.

- a. Unless you receive the express consent of the cardholder, you may not retain or store personal or financial Card transaction information (defined as "Data"). Data must be completely removed from your systems and any other place where you store Data within 24 hours after you receive an authorization decision. To the extent that Data resides on your systems and other storage locations, which it should do so only for the express purpose of processing your transactions, you agree to protect it in accordance with Exhibit "A" to this Agreement. Notwithstanding the forgoing, in no event may you store Card Verification Values ("CW") and Card Identification Data ("CID").
- b. You may not perform dynamic currency conversion. This means that you may not list an item in one currency and then accept payment in a different currency. If you are accepting payments in more than one currency, you must separately list the price for each currency.
- c. In using the Services, PayPal will permit you to accept Visa, MasterCard for direct payment API and Visa, MasterCard, American Express (collectively "Cards"), and PayPal for Express checkout. With regard to the Cards, you agree to the following:
 - i. Where you accept Cards on your website, you will display each Card's logo with equal size and prominence, and you shall not display a preference for one Card over another. You agree to comply with the logo usage standards located at: http://www.paypal.com/cgi-bin/webscr?cmd=xpt/general/OnlineLogoCenter-outside.
 - ii. You authorize PayPal to provide information regarding your business and individual Card transactions to third parties for the purpose of facilitating the acceptance and settlement of your Card transactions and in connection with items, including without limitation, chargebacks, refunds, disputes, adjustments, and other inquiries.

4. Required Use of Express Checkout.

- a. In order to use Website Payments Pro you must integrate Express Checkout as described herein
 - You must include an Express Checkout button either: (A) before you request the shipping/billing address and other financial information from your customers or (B) on the same page that you collect such information if you only use one page for your checkout process.
 - iii. You must offer PayPal as a payment option together with the other payment options you offer. The PayPal logo must be displayed with equal or greater prominence as the logos for your other payment options.
 - iii. You must provide your customers with the option of not storing their personal information, including but not limited to their email address, shipping/billing address, and financial information

5. Risk Controls.

- a. Risk Controls provide you the choice of accepting transactions with a higher likelihood of risk. You are liable for all additional risk and it is your responsibility to adjust the Risk Controls to determine whether you want to accept or decline such transactions. You may adjust the Risk Controls on the Risk Controls Overview Page on the PayPal website. If you would like to remove your ability to access Risk Controls, please contact your account manager. Eligibility for Risk Controls is determined in PayPal's sole discretion.
- b. You may adjust your Risk Controls to accept certain payments, including but not limited to:
 - Direct Payments through the Direct Payment API and Virtual Terminal payments that are unable to verify the cardholder's address through the Address Verification Services. This is also referred to as "AVS No Match".
 - Direct Payments through the Direct Payment API and Virtual Terminal payments that do not include a card security code. This is also referred to as "Card Security Code Not Submitted".
 - iii. All payment types that failed PayPal's proprietary risk models.
- c. You may adjust your Risk Controls to decline payments, including but not limited to:
 - Direct Payments and Virtual Terminal payments where the address entered by the cardholder only partially matches the information stored by the issuing bank.
 - ii. Direct Payments and Virtual Terminal payments where the Address Verification Service is unsupported or unavailable at the time the payment is processed.

6. Fraud Management Filters.

a. Fraud Management Filters allow you to accept transactions with a higher likelihood of risk. Since you are liable for all additional risk, it is your responsibility to adjust the Fraud Management Filters to determine whether you want to accept or decline such transactions. If you would like to restrict the ability to access Fraud Management Filters, please contact your account manager.

- You may adjust your Fraud Management Filters to accept, flag, review or deny certain payments, including but not limited to:
 - Direct Payments and Virtual Terminal payments that are unable to verify the cardholder's address through the Address Verification Services. This is also referred to as "AVS No Match"
 - iii. Direct Payments and Virtual Terminal payments that do not include a card security code. This is also referred to as "Card Security Code Not Submitted".
 - Direct Payments and Virtual Terminal payments that failed PayPal's proprietary risk models.
- c. You may adjust your Fraud Management Filters to accept, flag, review or deny payments, including but not limited to:
 - Direct Payments and Virtual Terminal payments where the address entered by the cardholder only partially matches the information stored by the issuing bank.
 - ii. Direct Payments and Virtual Terminal payments where the Address Verification Service is unsupported or unavailable at the time the payment is processed.
- Reviewing a payment prevents the funds from being transferred to your account until you decide to accept that payment.
- e. If you do not accept a payment, that payment may be reversed after 30 days.
- f. Not all payment types will be reviewed. In cases where a payment type cannot be reviewed, the payment will be flagged instead.
- g. Rejecting Transactions. You may not reject a Transaction unless, based on various combinations of authentication information, you reasonably determine that the individual requesting the Transaction is likely not the consumer they are representing themselves to be.

7. Account Monitoring Services.

PayPal does not guarantee that the PayPal Account Monitoring services will discover or prevent all non-valid, fraudulent transactions. PayPal is not responsible for any non-valid transactions that are processed.

8. No Warranty.

THE SERVICES AND ALL ACCOMPANYING DOCUMENTATION ARE PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAYPAL MAKES NO WARRANTY THAT THE SERVICES WILL BE CONTINUOUS OR ERROR-FREE.

9. Audit.

If PayPal receives an indication of a security breach or compromise of Data, PayPal may require you to have a third party auditor, approved by PayPal, conduct a security audit of your systems and facilities and issue a report to be provided to PayPal and the Card Companies. In the event that you fail to initiate an audit with 10 business days of PayPal's request, PayPal may conduct or obtain such an audit at your expense. PayPal may contact your customers, on your behalf, in the event that PayPal is investigating potential fraud.

10. 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 on funds in your Account, they will be shown as "pending" in your PayPal Balance. 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. Termination by Merchant.

You may terminate your use of the Services at any time. If you terminate the Services, your use of the Service will immediately end and you will not be refunded any remainder of the Monthly Fees that you have paid for such Services.

12. Termination by PayPal.

We reserve the right to reassess your eligibility for this product if your business is materially different from the information you provided in your application. PayPal may terminate your use of the Services if you fail to comply with the User Agreements, in our discretion become ineligible for the Services, or upon request by any of the Card Companies. Upon receipt of notice of termination, you agree to complete all pending Card transactions, immediately remove all logos for Cards, and stop taking new Card transactions. In the event that PayPal terminates your use of the Services, you will not be refunded the remainder of the Monthly Fees that you have paid for such Services.

• Exhibit "A" Data Security

Password and Implementation Materials

All information provided to you by PayPal in relationship to the Services with will remain the property of PayPal or its payment processor as appropriate. You agree to restrict use and access to your password and log-on ID to your employees and agents as may be reasonably necessary, and will ensure that each such employee or agent complies with all applicable provisions contained herein. You will not give, transfer, assign, sell, resell or otherwise dispose of the information and materials provided to you to utilize the

Services. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are issued to you by PayPal or PayPal's payment processor.

Compliance with Data Security Requirements

You will: (i) comply with all then-current legal obligations and guidelines, including without limitation those issued by any local, national or international laws or any related organizations or associations, that govern the collection, security and dissemination of data on your website, and expressly including the Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP) requirements. For details log onto http://www.visa.com and http://www.mastercard.com and (ii) conspicuously post on your website a privacy policy that meets all applicable legal and Association requirements and is consistent with good business practices with respect to the collection and use of customers' personally identifiable information. You shall not store Cardholder Verification Value 2 (CW2) information or any other credit card information of any cardholder (whether received electronically or by fax or hardcopy) and will be liable for any fines for violation of such Association Rule. If you fail to comply with the requirements of this Section, we may terminate your use of the Services. You are fully responsible for the security of data on your website or otherwise in your possession. You will: (i) comply with all then-current legal obligations and guidelines, including without limitation those issued by Visa Inc., and its licensees, MasterCard Worldwide or other applicable card associations (collectively, the "Associations", and the "Association Rules") and the Fanylocal, national or international laws or any related organizations or associations, that govern the collection, security and dissemination of data on your website, and expressly including the Visa Cardholder Information Security Program (CISP) and MasterCard's Site Data Protection (SDP) Program. These programs include without limitation requirements that you: maintain a network firewall, keep security patches up-to-date, encrypt stored data, maintain updated anti-virus software, restrict access to data (including physical access), maintain unique user identification, user tracking and password requirements, conduct regular testing of security systems and procedures, maintain a security information policy for employees and contractors. For details of these programs log onto www.visa.com/cisp or MasterCard's SDP Program website; (ii) conspicuously post on your website a privacy policy that meets all applicable legal and Association requirements and is consistent with good business practices with respect to the collection and use of customers' personally identifiable information; and (iii) notify us of any agent, including any web hosting service, gateway, shopping cart, or other third party provider, that has access to cardholder data and ensure that such agent is compliant with all then-current legal obligations associated with the collection, security and dissemination of data; (iv) provide information or access to records as needed for us to evaluate your compliance with this section, and (v) notify us immediately of any security breach to your data records or system as it relates to your use of the Services. If you fail to comply with the requirements contained herein, or we have indication of an actual or potential security breach, we may suspend or terminate your use of the Services. If you are suspended, the notice will explain the basis for such suspension, including measures reasonably calculated to rectify the failure or security breach. The suspension will remain in effect and until such time as we are satisfied that you have cured your failure or properly addressed the security breach. You shall not store or retain PIN data, AVS data, or Card Validation Codes (three-digit values printed in the signature panel of most Cards) of any cardholder and will be liable for any fines for violation of such Association Rule. You acknowledge that in the event that we receive indication of a security breach or compromise of cardholder data relating to you, you may be required to have a third party forensic auditor certified by the Associations, conduct a security review of your systems and facilities and issue a report to be provided to us and the Associations. In the event that you fail to initiate such process after our request you authorize us to take such action, at your expense.

Under certain circumstances, and contingent upon receipt of our express permission, you may utilize third parties in order to perform certain of your obligations contained herein (each such party, a "Technical Services Provider"). The data security standards set forth above apply to any Technical Service Provider that you may use to store, process or transmit Cardholder data to us. Because such Technical Service Provider must be registered with the applicable Association(s), you must (1) notify us of any Technical Service Provider that engages in, or proposes to engage in, the storing, processing or transmitting of Cardholder data on your behalf, regardless of the manner or duration of such activities and (2) ensure that all such Technical Service Providers are (A) registered with the applicable Association and (B) comply with all applicable data security standards, including, without limitation, CISP and SDP Program requirements. Your failure to comply with these requirements, or the failure of your Gateway processor to register and/or comply with applicable data security requirements, may result in fines or penalties for which you are liable and termination of this Agreement. In the event that such a Technical Service Provider is being used by you and we deem it necessary, you: (a) give us permission to register you with such Technical Service Provider, if needed; and (b) agree that you are solely responsible for your relationship with such Technical Service Provider and any data transmitted or made available to such Technical Service Provider, including complying with any requirements of such provider with respect to its services, hardware or software and obtaining any required end-user consents for transmission of data through such Technical Service Provider. PayPal and you represent, warrant and covenant that it shall at all times comply with the PCI Data Security Standards, as such may be amended from time to time, with respect to all card data received by it in connection with this

Use of Cardholder Information

Unless you obtain consents from us and each applicable Association, card issuing bank and Cardholder, you must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any chargebacks, retrieval requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. You may not retain or store magnetic stripe data or hardcopies containing cardholder data (including faxes) after a transaction has been authorized. If you store any electronically captured signature of a Cardholder, you may not reproduce such signature except upon our specific request. Association rules prohibit the sale or disclosure of databases containing Cardholder account numbers, personal information, or other Visa transaction information to third parties as an asset of a failed business. In such cases, transaction information is required to be returned to PayPal's processor or acceptable proof of destruction of this data provided. You are responsible for compliance with this section by any third party processor, hosting service or other agent of yours engaged in the processing or storage of cardholder data. You must notify us of any such third party so engaged, and notify us of any access to transaction data by any unauthorized person. Unless you obtain consents from us and each applicable Association, card issuing bank and cardholder, you must not use, disclose, sell or disseminate any cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any chargebacks, retrieval requests or similar issues involving Card transactions, other than pursuant to a court or governmental

agency request, subpoena or order.

Amendment to the Privacy Policy

Effective Date: Jul 09, 2008

Print

· Amendment to the Privacy Policy

Beginning July 9, 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 purpose of this revision is to provide clearer and more concise language to help users understand PayPal's use of their personal information.

Amendment to the User Agreement

Effective Date: Jul 09, 2008

Print

· Amendment to the User Agreement

Beginning July 9, 2008 PayPal will have a newly revised user agreement. The new user agreement will have the following sections:

- 1. Our Relationship With You
- 2. Eligibility and Types of Accounts
- 3. Sending Money
- 4. Receiving Money
- 5. Account Balances
- 6. Withdrawing Money
- 7. Closing your Account
- 8. Fees
- 9. Restricted Activities
- 10. Your Liability Actions We May Take
- 11. Seller Protection Policy
- 12. Errors and Unauthorized Transactions
- 13. Disputes between Buyers and Sellers Buyer Protection Programs
- 14. Disputes with PayPal
- 15. Definitions

The purpose of this revision is to provide concise and clearer language to help users understand PayPal's terms and conditions of use.

Amendment to the PayPal User Agreement

Effective Date: Mar 14, 2008

Print

eBay Item Hold

Beginning March 14, 2008, the Closing Accounts and Limiting Account Access section of the PayPal User Agreement is being amended to include a new section 2 as follows:

2. eBay Item Hold.

eBay item hold. PayPal, in its sole discretion, may place a hold on a payment you receive for an eBay transaction when PayPal believes there may be a high level of risk associated with the transaction. If PayPal

places a hold on your payment, it will show as "pending" in your PayPal Account.

Release of eBay item hold. PayPal will release the eBay item hold after 21 days unless you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the hold. PayPal may release the hold earlier if either of the following applies:

(a) The buyer leaves positive feedback on eBay, or

(b) PayPal can confirm delivery. PayPal will confirm delivery if you use USPS or FedEx to ship the item and (i) use PayPal shipping labels, or (ii) upload tracking information to PayPal via the transaction details page. This applies to US domestic transactions only.

Additional hold period. If you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the eBay item hold, PayPal may hold the payment in your Account until the matter is resolved pursuant to this Agreement.

Amendments to the Buyer Complaint Policy and PayPal Buyer Protection Policy:

Effective Date: Oct 25, 2007

Print

• Amendments to the Buyer Complaint Policy and PayPal Buyer Protection Policy:

Section 9 d will read: "If the buyer claims that the item was not received, the seller must be able to prove that the item was delivered to the address listed on the Transaction Details page by providing PayPal with an online-tracking number that shows evidence of delivery. For transactions equal to \$250.00 USD (or the equivalent in the currency of the transaction) or more in value, the seller will also need to provide an online proof-of-receipt in the form of a signature from the recipient."

Amendment to User Agreement

Effective Date: Oct 25, 2007

Print

· Amendment to User Agreement

In Section 17.2, the last paragraph will read: "A Chargeback is covered if it was due to non-receipt of merchandise, or an unauthorized payment. A Reversal is covered if it was due to an unauthorized payment. The Seller Protection Policy does not cover sales of intangible goods, services, or licenses for digital content. PayPal Claims are not covered by the Seller Protection Policy. For more information on winning a PayPal Claim see the Buyer Complaint Policy and PayPal Buyer Protection Policy."

Amendment to Section 2.8 of the PayPal User Agreement

Effective Date: Aug 23, 2007

Print Print

· Amendment to Section 2.8 of the PayPal User Agreement

Beginning August 23, 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
- Using the Service to receive payments for any narcotics, other controlled substances, steroids or prescription drugs in violation of the Acceptable Use Policy; or
- 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 PayPal User Agreement

Effective Date: Aug 23, 2007

Print

Amendment to the PayPal User Agreement

Beginning August 23, 2007, PayPal will introduce Payment Review. Payment Review means that PayPal will review certain potentially high-risk transactions. If a payment is subject to Payment Review, PayPal will place a hold on the payment and provide notice to the seller to delay shipping the item. PayPal will conduct a review and either clear or reverse the payment. If the payment is cleared, PayPal will provide notice to the seller to ship the item. Otherwise, PayPal will reverse the payment and the funds will be returned to the buyer. All payments that clear Payment Review will be marked Seller Protection Policy eligible. PayPal will provide notices to you by email and/or in the Transaction History tab of your PayPal account.

Cross Border Transaction Fees For Receiving Credit Card Payments Into Personal Accounts Effective Date: Jun 07, 2007



· Cross Border Transaction Fees For Receiving Credit Card Payments Into Personal Accounts

Beginning June 7, 2007, there will be new crossborder fees for receiving credit card payments into personal accounts. The new fees will be 2% in addition to the fees currently posted on the Transaction Fees for Cross-Border Payments Page.

Foreign Transactions Fee for PayPal ATM/Debit Card

Effective Date: Jun 07, 2007

Print

• Foreign Transactions Fee for PayPal ATM/Debit Card

Beginning June 7, 2007, the following fees will apply to PayPal ATM/Debit Card transactions: 1% Foreign Transaction Fee for cross border PayPal ATM/Debit Card payments or cash withdrawals. This fee will apply even if the transaction does not require PayPal to make a currency conversion. 1% for PayPal ATM/Debit Card payments or cash withdrawals that are not cross border transactions but require a currency conversion.

Amendment to the PayPal Buyer Protection Policy

Effective Date: Jun 07. 2007

Print

Amendment to the PayPal Buyer Protection Policy

Beginning June 7, 2007, if you make a purchase on a non-Canada eBay website (such as www.eBay.de or www.eBay.com), your PayPal Buyer Protection or eBay Standard Purchase Protection coverage will be based on the protection coverage offered on that non-Canada eBay website. The PayPal Buyer Protection coverage for purchases made on www.eBay.ca (Canada website) will remain unchanged.

Changes To Privacy Policy

Effective Date: Jun 07. 2007

Print

• Changes To Privacy Policy

Beginning June 7, 2007, the following changes will be made to the Privacy Policy:

- Revised versions of the Privacy Policy will be effective at the time we post them. In addition, if we make a
 material change to the Privacy Policy, we will provide you with at least 30 days' prior notice of such a
 change by posting notice on the Policy Updates page of our web site.
- If you are buying goods or services and pay through PayPal, we may provide the seller with the shipping
 address for the goods and your confirmed credit card billing address to complete your transaction with the
 seller.

Amendment to the Preapproved Payments Policy

Effective Date: May 03, 2007

Print

• Amendment to the Preapproved Payments Policy

Beginning May 3, 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.

Addition of the PayPal Mobile Policy

Effective Date: Mar 08, 2007

Print

· Addition of the PayPal Mobile Policy

Beginning March 8, 2007, PayPal will have in effect a new PayPal Mobile Payments Policy governing the use of the PayPal Mobile Payments Service.

Amendment to the Privacy Policy

Effective Date: Mar 08, 2007



• Amendment to the Privacy Policy

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

Amendment to the User Agreement and policies

Effective Date: Mar 08, 2007

Print

· 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 Payments (Sending, Receiving and Withdrawals) Policy

Effective Date: Mar 08, 2007

Print

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

Beginning March 8, 2007, the PayPal Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for Canadian account holders will now only require a user to set up their bank account via direct debit, complete the 'random deposit' process and if you are a Premier or Business account holder, provide supplemental business information. Beginning March 8, 2007, the PayPal Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy will be amended to reflect the fact that Personal Account holders will be able to accept an unlimited number of PayPal payments funded by credit cards which are also sent via Skype. There will be no change to the fees payable on receipt of card funded payments.

Amendment to the 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.