Past Policy Updates

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

Updates to the Canada User Agreement

Effective Date: May 1, 2018

For additional clarity, we are replacing Section 1.11 of the User Agreement, which currently states:

1.11 Taxes. You are responsible for any taxes that apply to the payments you send or receive using the Services. PayPal does not determine if you are liable for any taxes or collect or pay any taxes that may arise from your use of our Services.

with the following language:

1.11(a) Taxes applicable on our fees. Some of our fees may be subject to applicable taxes, levies, duties or similar governmental assessments, including, for example, value-added (e.g. GST/HST), sales, use or withholding taxes, assessable by any jurisdiction (collectively, "taxes") and, unless expressly noted, our fees are exclusive of applicable taxes.

1.11(b) Taxes applicable to your payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. PayPal is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction.

We will also apply GST or HST, applicable in your province of residence, to certain of our fees, including the following:

- PayPal Payments Advanced
- PayPal Payments Pro
- Website Payments Pro
- Virtual Terminal Only
- Payflow Pro
- Advanced Fraud Protection Services
- Advanced Fraud Management Filters

The above changes will become effective May 1, 2018 for all Canadian users. If you do not agree to these changes, you may log into your account at <u>www.paypal.ca</u> and closing your account.

Updates to the Canada User Agreement and the PayPal Website Payments Pro and Virtual Terminal Agreement ("Pro/VT Agreement")

Effective Date: October 10, 2017 (unless otherwise noted)

Updates to the Canada User Agreement

We have some exciting updates for you:

• We're expanding Seller Protection. Effective immediately, seller protection will now apply transactions where the item is listed in a classified advertisement and the transaction is completed in-person. Buyer protection will not apply to these transactions. Buyers and sellers will continue to be protected against unauthorized transactions.

• We're giving you greater choice in how you use PayPal. You will now be able to pick any funding source in your PayPal account as a preferred payment method when shopping with PayPal. We've included additional details on which funding source will be used for different types of payment transactions, when you send money to family or friends, and for pre-approved transactions, such as subscriptions.

• We are making it easier than ever to send money. We are introducing new flat fee pricing for international Personal Payments funded using either your PayPal balance or a bank account and we are simplifying pricing for Personal Payments funded using credit cards or Visa Debit cards.

		Funding Instrument Fee	
Country of Recipient's Account	Cross-border fee	Funded by your PayPal balance or a bank account linked to your PayPal account	Funded by a credit card or Visa Debit card
United States, Northern Europe*, Europe I** or Europe II***		No fee	2.9% + <u>fixed fee</u> based on the currency
Any other country	\$4.99 CAD flat fee	No fee	2.9% + <u>fixed fee</u> based on the currency

* Aland Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.

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

*** Albania, Andorra, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kosovo, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Ukraine.

These updates will take effect on October 10, 2017, unless otherwise noted. If you do not agree with all or any of these changes, you may close your PayPal account before the change(s) become effective and terminate your relationship with us.

Updates to the Pro/VT Agreement

If you use PayPal Payments Advanced, PayPal Payments Pro, Website Payments Pro, or Virtual Terminal, you will will now be able to accept American Express-branded cards as payment for goods and services you sell. We have updated the language in our Pro/VT Agreement, to describe your additional obligations if you choose to accept American Express credit cards.

AMENDMENTS TO THE PAYPAL USER AGREEMENT

Effective Date: July 7, 2017

PayPal is making some changes to its User Agreement that will be effective for all PayPal customers on July 7, 2017. We encourage you to review this Policy Update and familiarize yourself with the changes that are being made. If you do not agree to these amendments, you may terminate your relationship with us by closing your account before July 7, 2017.

Amendments to the PayPal User Agreement

A summary of changes is provided.

• <u>Updating our set off rights</u>

We are updating our rights in section 5.5 to allow us to debit a PayPal account when an amount owed to PayPal, our affiliates or eBay, Inc. becomes past due.

 <u>Changing our currency conversion rates</u> In section 8.8 Additional Fees, we are changing the currency conversion fee for "Any other transaction requiring a currency conversion of Canadian Dollars to U.S. Dollars" from 2.75% to 3.0% added to the wholesale exchange rate.

Updating our seller protection

We are updating the basic requirements for Seller Protection in section 11.3(a) by requiring that you must respond to PayPal's request for documentation and other information in a timely manner or you may not be eligible for Seller Protection.

We are also updating the eligibility requirements for Seller Protection in section 11.5. Transactions that will no longer be eligible are:

- Donations.
- Financial products or investments of any kind.
- Payments sent using PayPal's friends and family functionality.
- Payments made using PayPal Payouts and Mass Pay.

Purchase Protection

We are updating the eligibility requirements for Purchase Protection in section 13.2 to require that you must respond to PayPal's request for documentation and other information in a timely manner.

We are also updating the list of items that are not eligible for Purchase Protection in section 13.3. Transactions that are no longer eligible are:

- Financial products or investments of any kind.
- \circ Donations.
- Payments sent using PayPal's friends and family functionality.
- Payments made using PayPal Payouts and Mass Pay or guest checkout transactions (i.e., payments not sent using your PayPal account).

Amendments to the Website Payments Pro and Virtual Terminal

A summary of changes is provided.

Data breaches

We are updating your obligation in s. 3(a) to report data breaches or incidents to PayPal immediately after discovery of the incident.

Amendments to the PayPal User Agreement

We are updating our User Agreement (the "UA"). We are providing a summary of the most important updates below, for your convenience. All updates to the UA will be effective on June 25, 2016. We encourage you to review this Policy Update to familiarize yourself with the updates. YOUR USE OF THE SERVICES, INCLUDING OUR WEBSITE, AFTER THE APPLICABLE EFFECTIVE DATE OF THE UPDATE MEANS THAT YOU AGREE TO THE UPDATE. IF YOU DO NOT AGREE TO THE UPDATE, YOU MAY TERMINATE YOUR RELATIONSHIP WITH US WITHOUT COST OR PENALTY BY CLOSING YOUR ACCOUNT PRIOR TO THE EFFECTIVE DATE OF THE UPDATE, OR IF YOU ARE A CONSUMER, WITHIN 30 DAYS AFTER THE EFFECTIVE DATE OF THE UPDATE.

A summary of the most important updates is provided below. **Bolded text** indicates the revised language, while the existing language is provided in *italicized text*. You can also click <u>HERE</u> to review the PayPal User Agreement in its entirety. The revised version will be posted on June 25, 2016.

Effective Date: June 25, 2016

• <u>Restricted Activities</u>

We have clarified in Section 9.1 that abuse of our Online Dispute Resolution process or PayPal Buyer Protection is a restricted activity.

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

•••

v. Abuse (as either a buyer or seller) our Online Dispute Resolution process and/or PayPal Buyer Protection.

• <u>Items/Transactions not eligible for Seller Protection</u>

We have clarified in Section 11.5 that items that are equivalent to cash, such as gift cards, are not eligible for PayPal Seller Protection.

11.5 Items/transactions not eligible for PayPal Seller Protection. The following are examples of items/ transactions not eligible for PayPal Seller Protection.

- •••
- Items equivalent to cash, including but not limited to gift cards

...

Eligibility Requirements (Purchase Protection)

We have made changes to Section 13.2 of the UA to clarify that you are no longer required to pay for the full amount of an item with one payment to be eligible for Purchase Protection.

We have also clarified that one of the requirements of eligibility is to respond to our requests for documentation and other information in a timely manner.

13.2 Eligibility Requirements. To be eligible for PayPal Purchase Protection you must:

•••

• respond to our request(s) for documentation and other information in a timely manner;

. . .

Ineligible Items (Purchase Protection)

We have made changes to Section 13.3 of the UA to clarify that payments made on crowdfunding platforms, payments for digital currencies or stored value, including vouchers, gift and prepaid cards, payments made for activities involving gambling, gaming or other activities with an entry fee and a prize and anything purchased from or an amount paid to a government agency are not eligible for Purchase Protection.

13.3 Ineligible Items. Payments for the following are not eligible for reimbursement under PayPal Purchase Protection:

•••

- Payments on crowdfunding platforms
- Digital currencies and items that have or are capable of having a stored monetary value attached to them such as vouchers, gift and prepaid cards
- Activities involving gambling, gaming and/or any other activity with an entry fee and a prize
- Anything purchased from or an amount paid to a government agency

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• **Dispute Resolution**

We have made changes to Section 13.5 of the UA to clarify that for 'Item Not Received' claims, all buyers must now wait at least 7 days from the date of payment before escalating a dispute.

13.5 Dispute Resolution. If you are unable to resolve a problem directly with a Seller, you can go to the Resolution Centre and follow this process:

•••

You must wait at least 7 Days from the date of payment to escalate a dispute for an Item Not Received (INR). If you do not escalate the dispute to a claim within 20 Days, PayPal will close the dispute.

•••

13.5 Dispute Resolution. If you are unable to resolve a problem directly with a Seller, you can go to the Resolution Centre and follow this process:

•••

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 (or currency equivalent). If you do not escalate the dispute to a claim within 20 Days, PayPal will close the dispute.

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Amendments to the PayPal User Agreement and the PayPal Website Payments Pro and Virtual Terminal Agreement

We are updating our User Agreement (the "UA") and PayPal Website Payments Pro and Virtual Terminal Agreement (the "Pro/VT Agreement"). We are providing a summary of the most important updates below, for your convenience. All updates to the UA and the Pro/VT Agreement will be effective for all PayPal users immediately, unless otherwise noted. We encourage you to review this Policy Update to familiarize yourself with the updates. YOUR USE OF THE SERVICES, INCLUDING OUR WEBSITE, AFTER THE APPLICABLE EFFECTIVE DATE OF THE UPDATE MEANS THAT YOU AGREE TO THE UPDATE. IF YOU DO NOT AGREE TO THE UPDATE, YOU MAY TERMINATE

YOUR RELATIONSHIP WITH US WITHOUT COST OR PENALTY BY CLOSING YOUR ACCOUNT PRIOR TO THE EFFECTIVE DATE OF THE UPDATE, OR IF YOU ARE A CONSUMER, WITHIN 30 DAYS AFTER THE EFFECTIVE DATE OF THE UPDATE.

A summary of the most important updates is provided below. **Bolded text** indicates the revised clause, while the existing clause is provided in *italicized text*. You can also click <u>HERE</u> to review the revised PayPal User Agreement, and <u>HERE</u> to review the Revised Pro/VT Agreement in their entirety.

Effective Date: January 4, 2016 (unless otherwise noted)

• How we amend the UA

We have made changes regarding how we amend and update our UA to clarify how we will notify you of updates, the minimum amount of prior notice we will provide to you in the event we make a Substantial Change, a change that applies to consumers or a fee change, and your right to terminate your relationship with us by closing your Account if you do not agree with any update we make. This change will become effective on February 13, 2016.

We may amend and update this Agreement without your consent at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change, or if it applies to consumers, we will provide you with at least 30 Days' prior written notice (and at least 90 Days' prior written notice to our Merchants in the case of the introduction of a new fee or an increase of an existing fee which applies them) by posting notice on the Policy Updates page of our website, which can also be found by clicking on the Legal Agreements link on the bottom of every page on the PayPal website and by notifying you by email that we have amended the Agreement, and the date the amendments will be effective, and your right to terminate your relationship with us at any time without cost or penalty if you do not agree to the amendments. If you do not wish to be bound by this Agreement, you must stop using our Services and terminate your relationship with us in accordance with Section 7. The Agreement will continue to apply to your previous use of our Services. Amendments and updates that apply to consumers may relate to: (i) the nature of PayPal Services; (ii) the rights, obligations and liabilities of consumers; (iii) communications and notices; (iv) password security and identity authentication; (v) Payment Methods; (vi) sending or withdrawal limits; (vii) Account Balances; (viii) closing of Accounts; (ix) Fees and currency conversion; (x) Restricted Activities; (xi) protection for Sellers and Buyers; (xii) resolution procedures for unauthorized transactions and processing errors; (xiii) disputes with PayPal; (xiv) governing law and jurisdiction; (xv) limitations of liability and warranties; and (xvi) definitions.

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 at least 30 Days' prior notice of any Substantial Change by posting notice on the <u>Policy Updates</u> page of our website, which can also be found by clicking on the <u>Legal Agreements</u> link on the bottom of every page on the PayPal website. If you do not want to be bound by this Agreement, you must stop using our Services. The Agreement will continue to apply to your previous use of our Services.

<u>Updating our contact information</u>

We have modified Section 1.8 of the UA to note that PayPal Canada now has new contact information.

1.8 Notices to PayPal. Except as otherwise stated below in Section 12 (Resolution Procedures for Unauthorized Transactions and Processing Errors) and Section 14 (Disputes with PayPal), notice to PayPal must be sent by postal mail to: PayPal Canada, Attention: Legal Department, 130 King Street West, PO Box 427, Toronto, Ontario M5X 1E3, Canada.

1.8 Notices to PayPal. Except as otherwise stated below in Section 12 (Resolution Procedures for Unauthorized Transactions and Processing Errors) and Section 14 (Disputes with PayPal), notice to PayPal must be sent by postal mail to: PayPal Canada, Attention: Legal Department, 500 King Street West, Suite 200, Toronto, Ontario M5V 1L9, Canada.

• <u>Terminating your relationship</u>

We have made changes to Section 7.1 of the UA to clarify that when you close your Account, you terminate your relationship with us and that you may do so at any time without cost or penalty, subject to certain limitations set out in Section 7.2. If you are a consumer, these changes will be implemented on February 13, 2016, and will become effective on March 14, 2016.

7.1 How to Close Your Account. Subject to Section 7.2, you may terminate your relationship with us at any time and without termination penalty by closing your Account. Please follow the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your Balance prior to closing your Account.

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

US cross-border fees

We have made changes to Section 8.4(b) of the UA and Section 2(e) of the Pro/VT Agreement to update the fees that apply to Canadian Sellers selling to buyers located in the United States. These fee changes will become effective on April 13, 2016. If you are a consumer, these changes will be implemented on March 14, 2016 and will also become effective on April 13, 2016.

Activity	Purchase Payment Fee		
Sending (buying)	Free*		
	Standard rate:	3.7% + Fixed Fee***	
Receiving (selling)	Merchant rates**:	Monthly Sales Volume \$0.01 - \$3,000.00 \$3,000.01 - \$12,000.00 \$12,000.01 - \$125,000.00 Over \$125,000.00	Fee 3.7% + Fixed Fee*** 3.3% + Fixed Fee*** 3.0% + Fixed Fee*** 2.7% + Fixed Fee***
	Charity rate****	1.6% + Fixed Fee***	

a. (b) US Purchase Payments (effective as of April 13, 2016).

* 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.

** To qualify for our Merchant rates you must submit a one-time application, have qualifying monthly sales volume, and have an Account in good standing. *** See Section 8.4(d) below for detailed list of fixed fees for international

payments.

***** To qualify for our charity rates, you must have a registered charity business number with the Canada Revenue Agency.

e. <u>Additional Fees</u>. The following additional fees apply to all Products in connection with the activity described.

Activity	Fee
Cross-Border Payment	Rate effective until April 13, 2016: 1.0% (added to the Transaction Fees for payments received from International Sales (excluding the US)
For receiving payments from buyers outside Canada.	Rate effective as of April 13, 2016: 0.8% (added to the Transaction Fees for US Sales)

1.0% (added to the Transaction Fees for International Sales (excluding the US))

f.

Activity	Fee
Cross-Border Payment For receiving payments from	1.0% (added to the Transaction Fees for payments received from International Sales (excluding the US)
buyers outside Canada.	(excluding the OS)

• If you have a dispute with us as a Merchant

Although we strive to resolve all disputes with our customers directly, we acknowledge that this is not always possible. For PayPal Merchants, we have included information in a new Section 14.3 on how you may contact the Financial Consumer Agency of Canada (FCAC) in the event that you are unhappy with the resolution of a dispute between you and us. Please note that the FCAC does not become involved in matters of redress or compensation and is not a dispute resolution agency for consumers in their individual dealings with payment card network operators or acquirers.

14.3 PayPal Merchant Disputes. If you are a PayPal Merchant and you are unhappy with the resolution of a dispute regarding a potential violation of the Code of Conduct for the Credit and Debit Industry in Canada, you may contact the Financial Consumer Agency of Canada (the "FCAC") in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at fcac-acfc.gc.ca. Please note the FCAC does not become involved in matters of redress or compensation and is not a dispute resolution agency for consumers in their individual dealings with payment card network operators or acquirers.

Amendments to the PayPal User Agreement, the PayPal Privacy Policy and the PayPal Acceptable Use Policy

Effective Date: July 1, 2015

We are changing our User Agreement, Privacy Policy and Acceptable Use Policy. We are providing a summary of the most important changes below, for your convenience. The Revised User Agreement, the Revised Privacy Policy and the Revised Acceptable Use Policy (the "Terms") will be effective for all PayPal users on July 1, 2015. We encourage you to review this Policy Update and the Terms to familiarize yourself with the

changes. YOUR USE OF SERVICES, INCLUDING OUR WEBSITE, AFTER JULY 1, 2015, MEANS THAT YOU AGREE TO THE CHANGES TO OUR TERMS.

A summary of the most important change is provided below. You can also click <u>HERE</u> to review the revised PayPal User Agreement, <u>HERE</u> to review the Revised PayPal Privacy Policy and <u>HERE</u> to review the Revised Acceptable Use Policy in their entirety.

• Notifying you of information about your Account

We have updated the methods we may use to notify you about information about your Account, by including notices sent to you through the PayPal App. See Section 1.7 of the Revised User Agreement.

• <u>Contacting you by telephone or text message</u>

We are revising our Terms to permit us to contact you by telephone or text message for certain purposes, including for the purposes of servicing your account, to market to you, and to collect outstanding debts. You agree to be responsible for any third-party communications charges you may incur if we contact you. See Section 1.10 of the Revised User Agreement.

• Account Eligibility

We have clarified that you must be a resident of Canada to open an Account at paypal.ca, see Section 2.1 of the Revised User Agreement.

• <u>Sending Limits</u>

We have clarified why we may impose sending limits on the amount of money you can send using PayPal. See Section 3.1 of the Revised User Agreement.

• Fee Changes

We have changed our Terms to clarify that we may change our Fees by providing you with 30 days' notice if you have a Personal Account and, if you have a Business Account, we will provide you with 90 days' notice if we increase an existing Fee or introduce a new Fee which is applicable to you. See Section 8.1(d) of the Revised User Agreement.

• <u>PayPal and eBay Separation</u>

PayPal and eBay are separating and we've updated our Terms to reflect that we will soon be separate companies. From your perspective, there should be very little difference in experience. See Sections 5.5, 10.1(c), 10.4 and 13.2 of the Revised User Agreement.

• <u>Micropayments</u>

We have clarified that merchants who use PayPal Payments Pro to process their payments are not eligible for this category of pricing. See Section 8.5 of the Revised User Agreement.

<u>Purchase Protection now includes intangible items</u>

We have expanded PayPal Purchase Protection to the purchase of intangible items, including services and virtual goods, and have clarified the Proof of Delivery requirements. Please note that Seller Protection will continue to apply only to tangible items. See Section 11.4 and 13.3 of the Revised User Agreement.

• If you have a dispute with us

Our Terms are now governed by the laws of Ontario (where our offices are located) and the laws of Canada. You may bring claims against us in courts located in Ontario. Please note, our arbitration process remains unchanged and you may also choose to resolve disputes with us through arbitration overseen by an independent third party, either by telephone or by written submission. See Section 14.3 of the Revised User Agreement.

Limitation of Liability

We are revising the Limitations of Liability to state that we are not liable for damages arising from any loss of your data or business caused by the use of our Services, our website, our actions or otherwise as described in the Terms. These are important changes (that's why the Limitation of Liability is in all caps) and you should review the relevant clause in its entirety below:

15.1 Limitations of Liability. IN NO EVENT SHALL WE (INCLUDING FOR GREATER CERTAINTY, OUR PARENT AND AFFILIATES), AND THE OFFICERS, DIRECTORS,

AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF PAYPAL, (INCLUDING FOR GREATER CERTAINTY OUR PARENT OR OUR AFFILIATES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), UNLESS AND TO THE EXTENT PROHIBITED BY LAW. OUR LIABILITY (INCLUDING FOR GREATER CERTAINTY, THE LIABILITY OF OUR PARENT AND AFFILIATES), AND OUR (AND THEIR RESPECTIVE) OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PAYPAL (INCLUDING FOR GREATER CERTAINTY OUR PARENT AND AFFILIATES) AND OUR (AND THEIR RESPECTIVE) OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD THESE PARTIES RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL, OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (A) YOUR USE OF OR YOUR INABILITY TO USE PAYPAL'S SITES AND SERVICES; (B) DELAYS OR DISRUPTIONS IN PAYPAL'S SITES AND SERVICES; (C) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING PAYPAL'S SITES OR SERVICES OR ANY SITE OR SERVICE LINKED TO PAYPAL'S SITES OR SERVICES; (D) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN PAYPAL'S SITES OR SERVICES OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM; (E) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES; (F) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT; (G) YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR PAYPAL'S POLICIES. PAYPAL RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN.

• Terms in English

You may access our Terms in either English or French, but we have included a clause in our English Terms to make it clear that if you access the Terms in English, you are expressly choosing to do so. See Section 15.7 of the User Agreement.

Amendments to the PayPal Privacy Policy

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

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

Binding Corporate Rules	PayPal is committed to adequately protecting your personal information regardless of where the data resides. Following separation from eBay, PayPal will rely on a variety of methods to ensure adequate transfer of information across borders, including contractual mechanisms, and therefore we have removed the section referencing eBay's Binding Corporate Rules.
Collection of Personal Information	This section includes several changes explaining how PayPal collects personal information for the provision of PayPal Services, including the collection of information from other sources, such as from other PayPal accounts controlled by the same user.
How We Use The Personal Information we Collect	This section has been updated and highlights the purposes for which we use personal information, including for identity verification purposes, the performance and customization of PayPal Services, and our reasons and methods for contacting you.
How We Share Information with Other PayPal Users	Changes have been made to this section explaining how personal information may be shared with other users of PayPal Services to facilitate transactions, transactional disputes, or when linking a loyalty or gift card of a PayPal merchant to user accounts.

How We Share Information with Other Third Parties	This section was modified reflecting, among other things, the changing nature of the relationship between PayPal and eBay. Both parties will be separate entities, but would like to continue to provide users with the experiences they have come to expect. The changes to this section reflect PayPal's sharing of account information with eBay and other third parties for purposes of fraud prevention and risk management, customer service, shipping and legal compliance.
	As has always been the case, third parties will not be able to use this information for their marketing purposes without a user's express consent.

Amendments to the PayPal Acceptable Use Policy

Effective Date: July 1, 2015

This notification advises you that PayPal is changing its Acceptable Use Policy. The update to the Acceptable Use Policy is effective July 1, 2015. A summary of material changes is provided below.

• **<u>Prohibited Activities</u>**

It is now expressly prohibited to use PayPal to engage in activities that relate to transactions involving cigarettes, or that involve offering or receiving payments for the purpose of bribery or corruption.

• <u>Pre-approval required to use PayPal for the sale of certain services</u>

You may use PayPal to accept payments for the sale of certain goods and services, including non-cigarette tobacco products, e-cigarettes and prescription drugs/devices, only if you first contact us and we approve your proposed sales.

Amendments to the PayPal User Agreement

Effective Date: January 7, 2015

We encourage you to carefully review this Policy Update to familiarize yourself with all of the changes that are being made to the PayPal User Agreement. These updates will be posted at least 30 days prior to their effective date. These changes will become effective January 7, 2015. If you use PayPal after the date these changes become effective, we will take that usage as your consent to the changed terms.

• Dispute Filing Window

We're increasing the time for buyers to file a merchandise dispute (Item Not Received and Significantly Not as Described) from 45 days to 180 days. All references in the User Agreement to "Opening a Dispute within 45 days" have been updated to reflect "Opening a Dispute within 180 days." The Sections these changes appear include the introduction, 13.2 and 13.5.

• <u>10.1(b)</u>

PayPal's Seller Protection and Buyer Protection policies may vary from country to country. If you as a seller, sell an item to a buyer from another country, you will be subject to the Buyer and Seller Protection policies applicable to your buyer's country and required to reimburse PayPal for any payment or refund to your buyer made pursuant to that other country's policy. We are revising section 10.1(b) to reflect this.

Liability for Claims under PayPal Purchase Protection. If you are a Seller and PayPal makes a final decision that you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. *Where you receive payment from a PayPal Account holder in another country and we determine under the PayPal Buyer Protection Policy of that country that the funds received should be returned or reversed, you will be subject to that country's PayPal Buyer Protection Policy and required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country, sou should review the relevant PayPal Buyer Protection Policies accessible via the "Legal" or "Legal Agreements" footer on most PayPal site pages). Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of your PayPal fees. PayPal Seller protection may cover your liability—see Section 11 (Protection for Sellers) below.*

If a buyer files a Significantly Not as Described (SNAD) Claim for an item they purchased from you, 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 of your PayPal fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed). PayPal Seller protection will not cover your liability.

• <u>Section 11.1</u>

PayPal's Seller Protection and Buyer Protection policies may vary from country to country. If you as a seller, sell an item to a buyer from another country, you will be subject to Buyer and Seller Protection policies applicable to your buyer's country. We are revising section 11.1 to reflect this.

The revised section 11.1 reads as follows:

11.1 PayPal Seller Protection.

PayPal Seller protection is protection we provide Sellers from Claims, Chargebacks, or Reversals that are based on:

- Unauthorized Transaction or
- Item Not Received

PayPal Seller protection is available for eligible payments from buyers in any country. However, if you sell or market to buyers outside Canada, please read the PayPal Buyer Protection policy and PayPal Seller Protection policy of the countries in which you are selling (accessible via the "Legal" or "Legal Agreements" footer on most PayPal site pages) as these policies will apply to you as a Payment Recipient or seller.

• <u>Section 13.3</u>

We're extending buyer protection for all buyers to include Item Not Received claims for custom made products. In Section 13.3 we have updated the exclusion clarifying that only Significantly Not As Described Claims for Custom-Made items are ineligible for Buyer Protection. "Significantly Not As Described Issues for Custom Made Items."

The revised Section 13.3 reads as follows:

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

- Intangible items, including Digital Goods
- Services
- Real estate, including residential property
- Businesses
- Vehicles, including motor vehicles, motorcycles, caravans, aircraft and boats
- Significantly Not As Described issues for Custom-made items
- Travel tickets, including airline flight tickets
- Items prohibited by the **PayPal Acceptable Use Policy**
- Items which you collect in person or arrange to be collected on your behalf, including items bought through In-Store Checkout at the retail point of sale
- Items that violate <u>eBay's Prohibited or Restricted Items Policy</u>

- Industrial machinery used in manufacturing
- Items equivalent to cash, including prepaid or gift cards
- PayPal Direct Payments
- Virtual Terminal Payments
- Personal Payments

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

Effective Date: October 8, 2014

Increase of the Chargeback Fee in Canada

Beginning October 8, 2014 the Chargeback Fee shall be increased as detailed below.

The Chargeback Fee table listed in Section 8.8 of the User Agreement and in Section 2 (e) of the PayPal Website Payments Pro and Virtual Terminal Agreement shall be amended to read as follows:

Currency	Chargeback Fee
Australian Dollar:	\$22.00 AUD
Brazilian Real:	35.00 BRL
Canadian Dollar:	\$20.00 CAD
Czech Koruna:	400.00 CZK
Danish Krone:	120.00 DKK
Euro:	€16.00 EUR
Hong Kong Dollar:	\$155.00 HKD
Hungarian Forint:	4325.00 HUF
Israeli Shekel:	75.00 ILS
Japanese Yen:	¥1875.00 JPY
Mexican Peso:	\$250.00 MXN
New Zealand Dollar:	\$28.00 NZD
Norwegian Krone:	125.00 NOK
Philippine Peso	900.00 PHP
Polish Zlotych:	65.00 PLN
Russian Ruble:	640 RUB

Singapore Dollar:	\$28.00 SGD
Swedish Krona:	150.00 SEK
Swiss Franc:	22.00 CHF
Taiwan New Dollar:	625.00 TWD
Thai Baht:	650.00 THB
U.K. Pounds Sterling:	£14.00 GBP
U.S. Dollar:	\$20.00 USD

Amendment to the PayPal User Agreement and Privacy Policy

Effective Date: May 15, 2014

• Amendment to the PayPal User Agreement

Section 11 of the User Agreement currently requires that sellers obtain signature confirmation for transactions of \$325 CAD in order for a transaction to be eligible for Seller protection for an Item Not Received Claim. That Section also currently includes a table for the corresponding foreign equivalency amount. This section will be changed to increase the dollar amount required for signature confirmation from \$325 CAD to \$850 CAD, and the foreign equivalency amounts are also being increased.

The revised Section 11.4 reads as follows:

11.4 Proof of Shipment, Proof of Delivery and Signature Confirmation Requirements.

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

- The date the item is shipped.
- The recipient's address matches the shipping address on the Transaction Details Page.
- The recipient's address, showing at least the city & province, or city & country or postal code (or international equivalent).

"Proof of Delivery" is online documentation from a shipping company that includes all of the following:

- The date the item is delivered.
- The item's status as delivered.
- The recipient's address matches the shipping address on the Transaction Details Page.

- The recipient's address, showing at least the city & province, or city & country or postal code (or international equivalent).
- Signature Confirmation as described below if the full amount of the payment, including shipping and taxes, is \$850 CAD, or its foreign currency equivalent provided below:

850 Australian Dollar (AUD)	4,600 Norwegian Krone (NOK)
1750 Brazilian Real (BRL)	34,000 Philippine Peso (PHP)
15,000 Czech Republic Koruna (CZK)	2,300 Polish New Zloty (PLN)
4,100 Danish Krone (DKK)	450 Pound Sterling – United Kingdom (GBP)
550 Euro (EUR)	950 Singaporean Dollar (SGD)
6,000 Hong Kong Dollar (HKD)	4,950 Swedish Krona (SEK)
170,000 Hungarian Forint (HUF)	700 Swiss Franc (CHF)
2,7000 Israeli Shekel (ILS)	23,000 Taiwan New Dollar (TWD)
77,000 Japanese Yen (JPY)	24,500 Thai Baht (THB)
10,00 Mexican New Peso (MXN)	750 United States Dollar (USD)
950 New Zealand Dollar (NZD)	

"Signature Confirmation" is online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

Section 13.5 of the User Agreement currently requires a Buyer to obtain signature confirmation of return delivery for transactions that total \$325 CAD or more in order for the transaction to be eligible for PayPal Purchase Protection for a Significantly Not As Described Claim. This section will be amended to increase this dollar threshold from \$325 CAD to \$850 CAD.

The revised Section 13.5 reads as follows:

13.5 Dispute Resolution. If you are unable to resolve a problem directly with a Seller, you can go to the <u>Resolution Centre</u> 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 to negotiate with the Seller for resolution of the Dispute. We will place a hold on all funds related to the transaction in the Seller's Account until the Dispute is resolved or closed.
- Escalate the Dispute to a Claim. If you and the Seller are unable to come to an agreement, you can escalate the Dispute to a Claim within 20 Days after opening the Dispute.

You must wait at least 7 Days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for the equivalent of \$2,500 U.S. Dollars or more (or currency equivalent). 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, at your expense, to ship the item back to the Seller, or to PayPal, or to a third party and to provide proof of delivery.

For transactions that total less than \$850 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 \$1,000 CAD or more, you must get signature confirmation of delivery.

• Claim Resolution Process. Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller 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 SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you file a SNAD Claim because the item you bought is counterfeit, we may request that you destroy the item.

We are adding new Sections 15.5 and 15.6 to the User Agreement in order to include a license grant from Users to PayPal with respect to certain User generated content. In the new Section 15.5, when you give PayPal content, such as images or text, PayPal can use that content in various ways and exercise other of your rights related to it. Section 15.5 also provides that you guarantee that the material does not infringe the intellectual property or publicity rights of others. New Section 15.6 limits Section 15.5 by restricting our right under the User Agreement to use merchants' trademarks to particular circumstances.

The new Sections 15.5 and 15.6 read as follows:

15.5 License Grant from You to PayPal; IP Warranties. Subject to section 15.6, when providing PayPal with content or posting content using PayPal Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against PayPal, its sublicensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to PayPal, your posting of content using the PayPal Services, and PayPal's use of such content (including of works derived from it) in connection with the PayPal Services."

15.6 License Grant from Merchants to PayPal. Section 15.5 notwithstanding, if you are a Merchant using PayPal Merchant services, you hereby grant us a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free right to use and display publicly, during the term of this Agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a merchant that accepts a PayPal service as a payment form, and (2) any other use to which you specifically consent.

• Amendment to the PayPal Privacy Policy

Effective Date: May 15, 2014

This notification advises you that PayPal is changing its Privacy Policy. The update to the Privacy Policy is effective May 15, 2014 and contains several changes including changes to provide greater transparency into our privacy practices, and to better reflect the way PayPal collects, uses, stores, and processes your personal information. The updated policy also provides additional information about our use of Cookies and similar tracking technologies and our handling of Do Not Track signals. A summary of material changes is provided below along with the updated Privacy Policy. We encourage you to review the Policy Update to familiarize yourself with all of the changes that have been made.

Collection of Personal Information	The title of this section has been changed from "How we collect information about you." Sub-titles have been added for an easier read and flow. Additionally, a sub-section on "Mobile Privacy" has been added to discuss our use, collection, and processing of the personal data obtained via our mobile applications.
How We Use Cookies and Similar Technologies	This section has been updated to provide more insight into our use of Cookies and other tracking technologies, our tracking for fraud detection purposes, and our handling of Do Not Track signals. We also provide a link to our full Cookies policy, which is applicable to all members of the eBay Inc. Corporate family.
Using Log In with PayPal	The title of this section has been changed from "Using PayPal Access." Log In with PayPal (formerly PayPal Access) is a safe, secure, and easy way to allow customers to log in to a merchant's website using a PayPal account. After customers consent to sharing non-financial account attributes, merchants can use this information to create a new account for the customer on the merchant's website and to expedite the checkout process.
Scope and Consent	The title of this section has been added. The comments in this section were previously discussed under the section entitled "Your Rights." This section discusses notice and consent. Additional language has also been added from the previous version to notify you that after the 30-day notice

	period has ended, you will be considered as having expressly consented to all amendments to this policy.

• Privacy Policy

Your Privacy Rights

This Privacy Policy describes your privacy rights regarding our collection, use, storage, sharing and protection of your personal information. It applies to the PayPal website and all related sites, applications, services and tools regardless of how you access or use them. More detailed information about our privacy practices, along with our contact information, is available at the **Bay Privacy Center**.

The PayPal website is a licensee of the TRUSTe Web Privacy Program. If this policy or our customer support team cannot answer your privacy-related questions, please use the <u>TRUSTe</u> <u>Watchdog Dispute Resolution Process</u>.

Jump to section:

- Scope and Consent
- <u>Binding Corporate Rules</u>
- <u>Collection of Personal Information</u>
- How We Use the Personal Information We Collect
- <u>Marketing</u>
- How We Use Cookies and Similar Technologies
- How We Protect and Store Personal Information
- How We Share Personal Information with Other PayPal Users
- How We Share Personal Information with Other Third Parties
- Using Log In with PayPal
- How You Can Access or Change Your Personal Information
- How You Can Contact Us about Privacy Questions

Scope and Consent

You accept this Privacy Policy when you sign up for, access, or use our products, services, content, features, technologies or functions offered on our website and all related sites, applications, and services (collectively "PayPal Services"). We may amend this policy 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 by posting notice of the change on the "Policy Updates" page of our website. After this 30-day notice period, you will be considered as having expressly consented to all amendments to this policy.

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Binding Corporate Rules

In addition to the privacy practices set out in this Privacy Policy, our parent company 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 protect your personal information regardless of where the data resides. Depending upon where you live, the Binding Corporate Rules may provide additional privacy rights through your local privacy regulator or government. For more information about our Binding Corporate Rules, including information on how to contact us with any questions, visit our <u>eBay Privacy Center</u>.

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Collection of Personal Information

We collect the following types of personal information in order to provide you with the use of and access to our sites, applications, services and tools, and to help us personalize and improve your experience:

Information we collect automatically: When you visit the PayPal website or use PayPal Services, we collect information sent to us by your computer, mobile phone or other access device. The information sent to us includes but is not limited to the following: data about the pages you access, computer IP address, device ID or unique identifier, device type, geo-location information, computer and connection information, mobile network information, statistics on page views, traffic to and from the sites, referral URL, ad data, and standard web log data and other information. We also collect anonymous information through our use of cookies and web beacons (visit How we use Cookies and Similar Technologies for more information).

Information you provide to us: We may collect and store any information you enter on the PayPal website or you provide to us in context of using our site, applications, services, or tools.

When you visit the PayPal website or use PayPal Services, we also collect information about your transactions and your activities. In addition, if you open a PayPal account or use PayPal Services, we may collect the following types of information:

- Contact information, such as your name, address, phone, email and other similar information.
- Financial information, such as the full bank account numbers and/or credit card numbers that you link to your PayPal account or give us when you use PayPal Services.
- Detailed personal information such as your date of birth or national ID number.

We may also collect information from or about you in other ways, such as through your contact with our customer support team, your results when you respond to a survey, and your interactions with members of the eBay Inc. corporate family or other companies.

Additionally, for quality and training purposes or for its own protection, PayPal may monitor or record its telephone conversations with you or anyone acting on your behalf. By communicating with PayPal, you acknowledge that your communication may be overheard, monitored, or recorded without further notice or warning.

Information from other sources: We may also obtain information about you from third parties such as credit bureaus and identity verification services.

You may choose to provide us with access to certain personal information stored by third parties such as social media sites (e.g., Facebook and Twitter). The information we may receive varies by site and is controlled by that site. By associating an account managed by a third party with your PayPal account and authorizing PayPal to have access to this information, you agree that PayPal may collect, store and use this information in accordance with this Privacy Policy.

Authentication and Fraud Detection: In order to help protect you from fraud and misuse of your personal information, we may collect information about you and your interactions with our website or PayPal Services. We may also evaluate your computer, mobile phone or other access device to identify any malicious software or activity.

Mobile Privacy: We may offer you the ability to connect with our sites, or use of our applications, services, and tools using a mobile device, either through a mobile application or via a mobile optimized website. The provisions of this Privacy Policy apply to all such mobile access and use of mobile devices. This Privacy Policy will be referenced by all such mobile applications or mobile optimized websites.

When you download or use our Mobile Applications, or access one of our mobile optimized sites, we may receive information about your location and your mobile device, including a unique identifier for your device. We may use this information to provide you with location-

based services, such as advertising, search results, and other personalized content. Most mobile devices allow you to control or disable location services in the device's setting's menu. If you have questions about how to disable your device's location services, we recommend you contact your mobile service carrier or the manufacture of your particular device.

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How We Use the Personal Information We Collect

Our primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. We may use your personal information to:

- provide PayPal Services and customer support;
- process transactions and send notices about your transactions;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially prohibited or illegal activities, and enforce our User Agreement;
- customize, measure, and improve PayPal Services and the content, layout, and operation of our websites and applications;
- deliver targeted marketing, service update notices, and promotional offers based on your communication preferences;
- contact you at any telephone number, by placing a voice call or through text (SMS) or email messaging, as authorized by our User Agreement;
- compare information for accuracy and verify it with third parties.

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Marketing

We do not 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 PayPal Services, content, and advertising. If you do not wish to receive marketing communications from us or participate in our ad-customization programs, simply indicate your preference by logging into your account and going to the Notification section under the Settings tab and updating your preferences, or by following the directions that may be provided within the communication or advertisement.

We respect your communication preferences. If you no longer wish to receive notifications via our application, you can adjust your preferences by visiting the settings page of the application.

We may call or send a text message (SMS) to you via the landline or mobile phone number that

you have provided to us. You can indicate your contact preferences by logging into your account and adjusting your preferences in your Account Information Settings or by following the directions provided within the communication.

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How We Use Cookies and Similar Technologies

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

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

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

For more detailed information on our use of these technologies, please see our policy on Cookies, Web Beacons, and Similar Technologies.

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How We Protect and Store Personal Information

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been made anonymous so that it does not identify a specific user.

We store and process your personal information on our computers in North America, Asia, Europe and elsewhere in the world where our facilities are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls.

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How We Share Personal Information with Other PayPal Users

To process your payments, we may share some of your personal information with the person or company that you are paying or that is paying you. Your contact information, date of sign-up, the number of payments you have received from verified PayPal users, and whether you have verified control of a bank account are provided to other PayPal users with whom who you transact through PayPal. 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 have agreed to it, these third parties are not allowed to use this information for any purpose other than to enable PayPal Services.

If someone is sending you money and enters your email address, we will provide them your registered name so they can verify they are sending the money to the correct account.

If you are buying goods or services and pay through PayPal, we may also provide the seller with your shipping and billing address to help complete your transaction. The seller is not allowed to use this information to market their services to you unless you have agreed to it. 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 resolution, we may provide a buyer with the seller's address so that goods can be returned to the seller.

We work with third parties, including merchants, to enable them to accept or send payments from or to you using PayPal. In doing so, a third party may share information about you with us, such as your email address or mobile phone number, to inform you that a payment has been sent to you or when you attempt to pay a merchant or third party. We use this information to confirm that you are a PayPal customer and that PayPal as a form of payment can be enabled, or to send you notification of payment status. Also, if you request that we validate your status as a PayPal customer with a third party, we will do so.

Please note that merchants, sellers, and users you buy from or contract with have their own privacy policies, and although PayPal's user agreement does not allow the other transacting party to use this information for anything other than providing PayPal Services, PayPal is not responsible for their actions, including their information protection practices.

When using the PayPal mobile application, a Quick Response (QR) code or other payment code may be generated and shared with the merchant with whom you are transacting. Regardless, we will not disclose your credit card number or bank account number to anyone you have paid or

who has paid you using PayPal, or with the third parties that offer or use PayPal Services, except with your express permission or if we are required to do so to comply with credit card rules, a subpoena, or other legal process.

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How We Share Personal Information with Other Third Parties

We may share your personal information with:

- Members of the eBay Inc. corporate family -- like eBay, StubHub or Bill Me Later, Inc.-to provide joint content, products, and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about their products, services, and communications. Members of our corporate family will use this information to send you marketing communications only if you have requested their services.
- Service providers under contract who help with our business operations, such as fraud prevention, bill collection, marketing, and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.
- Financial institutions that we partner with to jointly create and offer a product (including but not limited to, the PayPal Extras credit card where we share information with GE Capital to determine whether you should receive pre-approved offers for the PayPal Extras credit card). These financial institutions may only use this information to market PayPal-related products, unless you have given consent for other uses.
- Credit bureaus and collection agencies to report account information, as permitted by law.
- 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).
- Companies that we plan to merge with or are acquired by. (Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.)
- Law enforcement, government officials, or other third parties pursuant to a subpoena, court order, or other legal process or requirement applicable to PayPal or one of its affiliates; when we need to do so to comply with law or credit card rules; or when we believe, in our sole discretion, that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our User Agreement.
- Other third parties with your consent or direction to do so.

Please note that these third parties may be in other countries where the laws on processing personal information may be less stringent than in your country.

PayPal will not sell or rent any of your personal information to third parties for their marketing purposes and only shares your personal information with third parties as described in this policy.

If you open a PayPal account directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on a PayPal website) will be shared with the owner of the third party website or application. These sites are governed by their own privacy policies and you are encouraged to review their privacy policies before providing them with personal information. PayPal is not responsible for the content or information practices of such third parties.

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Using Log In with PayPal

Log In with PayPal is a tool we've developed to improve your Internet experience. Log In with PayPal allows you to streamline and simplify the account creation and login process when using third-party websites, and it allows these websites to enhance your experience on their sites. Instead of creating multiple usernames and passwords for each website you visit, Log In with PayPal allows you to sign in to a participating website using your existing PayPal login information. When you use Log In with PayPal, you agree that PayPal can share the information listed on the Log In with PayPal consent screen or in your Log In with PayPal account settings with the participating website. Information you allow PayPal to share with these third-party websites is subject to each third-party's terms of service and privacy agreement, so you are encouraged to review their policies.

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How You Can Access or Change Your Personal Information

You can review and edit your personal information at any time by logging in to your account and reviewing your account settings and profile. You can also close your account through the PayPal website. If you close your PayPal account, we will mark your account in our database as "Closed," but may retain personal information from your account for a certain period of time to collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, prevent fraud, enforce our User Agreement, or take other actions as required or permitted by law.

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How You Can Contact Us about Privacy Questions

If you have questions or concerns regarding this policy, you should contact us by using this form.

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Amendment to the PayPal User Agreement

Effective Date: October 10, 2013

• Amendment to the PayPal User Agreement

• **Currency Conversion Fees.** Section 8.8 (Fees) is being amended to reflect the following changes to the Currency Conversion Fee based on your activity.

Activity	Currency Conversion Fee
Converting Balance within your Account and not as part of a sending or withdrawal transaction	2.5% added to the exchange rate
Withdrawing Balance to your bank account and a currency conversion is required	2.5% added to the exchange rate
Any other transaction requiring a currency conversion to Canadian or U.S. Dollars	2.75% added to the exchange rate
Any other transaction requiring a currency conversion to a currency other than Canadian or U.S. Dollars	3.5% added to the exchange rate

There are no changes to the Currency Conversion Fees for converting U.S. Dollar Balance to Canadian Dollar Balance before withdrawal for merchants who qualify for the Merchant rates set out in Section 8.8.

• **Restricted Activities.** Section 9.1 is being amended to enumerate the following Restricted Activity: Allowing your use of the PayPal Services to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with Sections 3.1, 4.2 and 6.2.).

- 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 received a recovery from another third party, or if you have already filed a case for that purchase with eBay, the seller, or another third party.
- **Exclusions.** A new Section 13.9 is being added which states that if we reasonably determine, having considered all the relevant circumstances, that you have made an excessive or unreasonable number of claims, Reversals or Chargebacks, we may exclude you from the PayPal Purchase Protection policy and deny all open and future claims, or take any other actions pursuant to this Agreement. We will notify you if you are excluded.

Amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: October 22, 2013

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

• **Fees.** Section 2(d) (Additional Fees) is being amended to include a new fee for card verification transactions. This section will now include the following fee:

Card Verification Transactions**	
	\$0.30 per card
For all Direct Payment or Virtual Terminal card	verification request
authorization verification transactions	

• **Applies only to Visa and MasterCard Transactions.