

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 (including Seller and Buyer Protection Policy and Fee Policy)

Effective Date: Oct 18, 2013



- PayPal will amend its User Agreement with effect as of the date stated above.

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to close your account (https://www.paypal.com/ch/cgi-bin/?cmd=_close-account) immediately without incurring any additional charges.

Please review the current [Standard Terms](#).

- Amendments to the PayPal User Agreement

Ongoing User Agreement updates at signup

We have added a new sentence in the introduction which reads as follows:

"All future changes of this User Agreement set out in the [Policy Update](#) already published on the "Legal Agreements" landing page of the PayPal web site at the time you register for the Services are incorporated by reference into this Agreement and will take effect as specified in that [Policy Update](#)."

- Amendments to the PayPal Fee Policy

1. Personal Payments

We have amended the Fee Policy sections on Personal Transactions to reflect that Personal Transactions may become available in Germany soon (on certain devices and in certain circumstances only) and to restate and clarify the section outlining the fees for Cross Border Personal Transactions.

"Fees depend on whether a commercial transaction, a PayPal business payment or a personal transaction is made. A **Commercial Transaction** involves buying and selling goods and services, or payments received when you "request money" using PayPal. **Personal Transaction** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions. Please note that Indian registered Accounts may neither send nor receive personal transaction payments, and that the functionality of sending personal transaction payments from a German PayPal Account may not be available in all circumstances and from all kinds of devices.

A **Domestic Transaction** is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region. A **Cross Border Transaction** occurs when the sender and receiver execute a payment between PayPal Accounts which are not registered in the same country or region.

Note: reference to a percentage fee rate below refers to an amount equal to that percentage of the payment transaction amount.

1. Personal Transactions

When sending a Personal payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. If you send a personal payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of a personal payment will pay the transaction fee. This will be disclosed to you by the third party.

A Mobile Payment is a Personal Payment which is sent from the sender's portable device (e.g. mobile phone) to the recipient's portable device. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective fees when accepting the payment.

A payment is sent or received in the country where the respective PayPal Account of the User is registered

The Personal Transaction fee will be shown at the time of payment.

a. Domestic Personal Transactions

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by - Credit Card
Domestic Personal Transaction	Sending or Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

b. Cross-border Personal Transactions

To determine the fee for a Cross Border Personal Transaction payment sent to a user in a specific country please follow the steps below.

Note that either the sender or the recipient pays the fee, not both. In most cases, the sender decides who pays the fee. Please refer to the above introduction on Personal Payments for more information.

1. Locate the recipient's country in the table below (in the first column from left).
2. Determine the region of the sender's country (second column).
3. Find the applicable fee based on the payment method used (third and fourth columns).

Recipient's Country	Sender's Country	Fee for payment fully funded by PayPal balance or bank account	Fee for payment fully or partially funded by debit card or credit card
Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland (including Aland Islands), Gibraltar, Greece, Hungary, Iceland, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Russia, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, U.K (including Channel Islands and Isle of Man).	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.0%	4.4% + Fixed Fee
	All other countries	1.5%	4.9% + Fixed Fee
Belgium, France, French Guiana, Guadeloupe, Italy, Martinique, Mayotte, Netherlands, Reunion.	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.3%	4.7% + Fixed Fee
	All other countries	1.8%	5.2% + Fixed Fee
Germany	Northern Europe *	1.8%	3.7% + Fixed Fee
	US, Canada, Europe I **	2.0%	3.9% + Fixed Fee
	Europe II ***	3.0%	4.9% + Fixed Fee

	All other countries	3.3%	5.2% + Fixed Fee
Poland	Northern Europe *	0.9%	3.8% + Fixed Fee
	US, Canada, Europe I **	1.0%	3.9% + Fixed Fee
	Europe II ***	1.5%	4.4% + Fixed Fee
	All other countries	2.0%	4.9% + Fixed Fee
Australia	Anywhere	1.0%	3.4% + Fixed Fee
Brazil	Anywhere	1.0%	7.4% + Fixed Fee
Japan	Anywhere	0.3%	3.9% + Fixed Fee
U.S. and Canada	Anywhere	1.0%	3.9% + Fixed Fee
All other countries	Anywhere	0.5%	3.9% + Fixed Fee

* Northern Europe: Denmark (including Greenland and Faroe Islands), Finland, Iceland, Norway, Sweden.

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

*** Europe II: Albania, Andorra, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Poland, Romania, Russia, Serbia, Switzerland, Turkey, Ukraine.

Note: Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or the European Economic Area will be treated as Domestic Payments for the purpose of applying Fees.

Fixed Fee (based on payment currency)

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

Argentine Peso: 2.00 ARS

Australian Dollar: 0.30 AUD

Brazilian Real: 0.60 BRL

Canadian Dollar: 0.30 CAD

Czech Koruna:	10.00 CZK
Danish Krone:	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
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Russian Ruble [^] :	10.00 RUB [^]
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

[^] Subject to the commencement of PayPal's Russian Ruble service

2. Micropayment

We have restated the section of micropayment fees. If you want to change your account so that these kind of fees are applicable, please contact our customer Service. Further we have included the fees

directly into the user agreement (instead of an external site). The fees have not changed.

4. Micropayment Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account please [contact us](#) if you want to do that. This rate will apply to all Commercial Transaction payments received into your PayPal account.

Activity	Fee
Receiving payments in Switzerland in CHF	5% + 0.09 CHF
Receiving payments from other countries or in other currencies	6% + Fixed Fee
Fixed Fee for micropayment pricing (depending on the payment currency received):	
Argentine Peso:	0.80 ARS
Australian Dollar:	0.10 AUD
Brazilian Real:	0.20 BRL
Canadian Dollar:	0.10 CAD
Czech Koruna:	3.34 CZK
Danish Krone:	0.86 DKK
Euro:	0.10 EUR
Hong Kong Dollar:	0.78 HKD
Hungarian Forint:	30 HUF
Israeli Shekel:	0.40 ILS
Japanese Yen:	14 JPY
Malaysian Ringgit	0.34 MYR
Mexican Peso:	1.10 MXN
New Zealand Dollar:	0.16 NZD
Norwegian Krone:	0.94

	NOK
Philippine Peso:	4.64 PHP
Polish Zlotych:	0.80 PLN
Singapore Dollar:	0.16 SGD
Swedish Krona:	1.08 SEK
Swiss Franc:	0.18 CHF
Taiwan New Dollar:	4 TWD
Thai Baht:	3.36 THB
U.K. Pounds Sterling:	0.10 GBP
U.S. Dollar:	0.10 USD

- **Amendments to the PayPal Buyer Protection Policy**

It has been pointed out that the Buyer Protection Policy is independent from any agreement with Seller: In Section 3.6 a new sentence has been added: [...]

"Please note that if you agree on delivery times that exceed or are close to 45 days after payment, you may not have a chance to file a Buyer Protection claim." Section 6.5 has been restated as following:

"6.5 Statutory Rights and Rights under your Purchase Agreement. The statutory and/or contractual rights of the buyer and seller are not affected by the PayPal Buyer Protection and are separate from the PayPal Buyer Protection program. PayPal does not act as representative for either buyer, seller or the recipient of the payment. PayPal only decides on the outcome of a PayPal Buyer Protection claim. Please note that following the seller's return policy (if any) can invalidate your potential claim in respect of the same item under PayPal Buyer Protection in certain circumstances. For instance, if the seller directs you to (and you proceed to) post the item to an address that does not correspond with our record, we may determine that you have not posted the item back to the seller in compliance with Section 5.2 above."

And a new insert has been made in Section 6.6:

"[...] It is generally recommended to try resolving any disputes directly with the seller, rather than filing a PayPal Buyer Protection claim; however, please note that if you opt to resolve the issue directly with the seller, your right to raise a buyer protection claim remains subject to the requirements and timeframes set out in 3.6. and it is your responsibility to keep track of these requirements and deadlines.[...]"

- **Other changes to the User Agreement, Fee Policy and Buyer and Seller Protection Policy**

Sections of the PayPal User Agreement and the Buyer and Seller Protection Policy have been amended to make editorial changes, clarify existing wording and correct typographical errors.

Amendment to the PayPal User Agreement (including Seller and Buyer Protection Policy and Fee Policy)

Effective Date: May 16, 2013

 [Print](#)

- **PayPal will amend its User Agreement with effect as of the date stated above.**

You do not need to do anything to accept the changes as they will automatically come into effect on the above date. Should you decide you do not wish to accept them you can notify us before the above date to close your account (https://www.paypal.com/ch/cgi-bin/?&cmd=_close-account) immediately without incurring any

additional charges.

Please review the current [Standard Terms](#).

• Amendments to the PayPal User Agreement

1. Surcharges

We have removed the general prohibition in the swiss User Agreement for Sellers to take surcharges in Section 3.2.3. Surcharges are permitted, but note that they are still excluding your ability to benefit from Seller Protection.

2. Limits on withdrawals

We have created in Section 4.7 a reference that even if there are no Withdrawal Limits in your account which you can remove by way of verifying your Account, we are still entitled to take reserves.

The sentence in Section 4.7 that is amended will read as following (in context):

“4.7 Withdrawal Limits. Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your withdrawal limit, if any, by logging into your Account and clicking on the View Limits link on the Account Overview page. In addition, we may delay withdrawals of large sums of money while we perform a risk review, and to impose Reserves in the event of a withdrawal, to cover an increased risk for us or our customers.”

Also we have added the following wording in the reserves section – Section 10.7:

“When managing risk for Accounts, we may also take the following measures in regards to withdrawing funds from your PayPal account to your bank account:

- *limit the amount you can immediately withdraw.*
- *change the speed or the method of payment for withdrawals.*
- *set-off amounts from your Balance and/or require that you, or a person associated with you, enter into other forms of security arrangements with us (for example, by providing a guarantee or requiring you to deposit funds with us as security for your obligations to us or third parties). You also agree to undertake, at your own expense, any further action (including, without limitation, executing any necessary documents and registering any form of document reasonably required by us to allow us to perfect any form of security interest or otherwise) required to establish a Reserve or other form of security in a manner reasonably determined by us.”*

3. Business Payments

We have removed the references to the product “PayPal Business Payments” in the User Agreement and Fee Policy as this product is not offered for PayPal accounts registered in Switzerland.

4. Currency Conversion

Section 5.2 has been updated to outline how and when you may opt out of currency conversion by PayPal when sending a payment. The inserted text reads as follows:

“You may opt out of a currency conversion by PayPal before you complete your payment by selecting “Other Conversion options” on the “Review Your Information” page during checkout.”

5. Restricted Activities

Section 10.3 aa) is amended to clarify that you may not allow your use of PayPal to present to PayPal a risk of non-compliance with PayPal’s anti-money laundering, counter terrorist financing and similar regulatory obligations. The amended Section now reads as follows (presented in context with the clause heading):

“10.3 Restricted Activities. In connection with your use of our website, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not:

...

aa. Allow your use of the Service 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 this agreement).”

6. Other changes

Sections of the PayPal User Agreement and the Fee Policy have been amended to make editorial changes, clarify existing wording and correct typographical errors.

• Amendments to the PayPal Buyer Protection Policy

1. Clarifications of excluded items

We will specify what items will be excluded to meet our ongoing practice and explain excluded Items in more detail to our customers. Section 3.2 to 3.4 will read as following:

“3.2 The item purchased must be a material tangible good which is a physical item that can be shipped.

3.3 The following items are not covered by PayPal Buyer Protection:

- *Non-tangible goods, services, cash transactions (US only), airline tickets, digital or electronic downloads, software licenses, gift vouchers/certificates and other non-physical goods as well as*

custom-made items.

- Vehicles with a motor, including automobiles, motorcycles, boats and aircraft.
- Items that cannot be shipped
- industrial machinery used in manufacturing

3.4 The PayPal payment must be directly associated with the item purchased. This means that the payment must be completed

- through "Pay Now" on the eBay website or
- via "Send Money" in your PayPal account which includes the eBay item number or
- for purchases made outside of eBay: via the Send Money tab on the PayPal website by clicking the "Purchase" tab, or the seller's PayPal checkout flow.

Other payments that you make outside the above-mentioned payment flows cannot be allocated by us and are thus not covered by Buyer Protection.

You must have made the complete purchase price payment from one registered PayPal account by means of a single payment (no installments, no down payments, no deposits, no deferred payments)."

2. Exclusion in case of proof of shipment by Seller or equivalent

We will specify what kind of proof of shipment of Seller we accept to deny your claim. Section 4.1 will read as follows:

"4.1 An item for which shipment has been agreed, you have paid for with PayPal has not been shipped by the seller or the seller has not complied with the seller duties described in this section 4.1.

PayPal Buyer Protection for items that have not been shipped does not cover items lost in transit. If the seller can provide within the required time frame valid proof of shipment (as described in more detail in the Seller Protection Policy), or a respective equivalent proving shipment and/or receipt as agreed between PayPal and the seller, PayPal will refuse to grant PayPal Buyer Protection.

Before filing a claim for PayPal Buyer Protection, the buyer must allow sufficient time for shipping and delivery, at least one week, and try to resolve the dispute by directly contacting the seller."

3. Return shipment

We will specify what kind of tracking we require from the Buyer if he has to return the item to the Seller in case the item was significantly not as described. Section 5.2 will read as following:

"5.2 When the buyer files a claim for PayPal Buyer Protection because the item received significantly differs from the seller's item description, the buyer is required upon request of PayPal to return the item at his own expenses to the seller, as well as to provide appropriate proof of shipment. The proof of shipment needs to contain at least the details required in the Seller Protection Policy for a proof of shipment of the Seller. PayPal will not request such return if there is the reasonable suspicion that the return of the item would result in a violation of existing law. PayPal reserves the right to request further documentation from the buyer to support the claim. The buyer has to bear any costs that may arise from this request."

4. No double relief

Section 6.4 of the Buyer Protection Policy is amended to clarify certain of the circumstances in which PayPal Buyer Protection claims may not be filed or progressed. The amended Section 6.4 reads as follows:

"6.4 Buyer Protection offered either by PayPal or eBay. PayPal will refuse a claim on PayPal Buyer Protection in case the buyer has already been granted a payout in relation to the same purchase in the scope of the eBay Buyer Protection program. Further, you may not file a claim with PayPal Buyer Protection, if in relation to the same purchase you have already filed a claim with an eBay Buyer Protection program. "

5. Other changes

Sections of the PayPal Buyer Protection Policy have been amended to make editorial changes, clarify existing wording and correct typographical errors.

• Amendments to the PayPal Seller Protection Policy

1. Seller Protection standard

Section 3 of the PayPal Seller Protection Policy is amended to reflect that

- The Seller Protection Standard that has been introduced with effect of October 2012 for the new Seller Protection for off-eBay transactions will now also apply to transactions on eBay. We have learned that this standard is a good indicator and incentive for Sellers who get Seller Protection by PayPal.

- At the same time we have made it easier for Sellers to be entitled to Seller Protection off eBay – the thresholds are less strict.

The new wording of Section 3 is as following:

"3. How much protection is provided?"

PayPal reimburses the seller for the total payment amount if the claim is related to a chargeback or reversal. PayPal shall waive any Chargeback Fee, if applicable.

- a. For "Item not Received" claims which are filed through the PayPal resolution center, there is no limit on the number of payments for which you can receive re-imbursment under the PayPal Seller Protection.

- b. *PayPal Seller Protection for Unauthorized Payments and for chargebacks based on the reason of "Item Not Received" will apply unless over the past 30 days*

- *the total amount of chargebacks, buyer claims (INR and/or items significantly not as described – "SNAD"), and/or reversals issued against your PayPal Account is equal to or exceeds 1% of the total payment volume received*
AND
- *is equal or exceeds 100 cases of chargebacks, buyer claims (INR and/or items significantly not as described – "SNAD"), and/or reversals.*

If you exceed the thresholds as outlined in Section 3b) above, your eligibility for PayPal Seller Protection will be suspended for at least 90 days and payments during this period will not be covered by the PayPal Seller Protection. After such 90 days' period, your PayPal Account may be eligible for PayPal Seller Protection for Unauthorized Payments and INR claims only if, during a 90 days period your PayPal Account meets the following conditions:

- *the total number of chargebacks, buyer claims (INR and/or SNAD), and/or reversals issued against your PayPal Account remained below 1% of the total payment volume received*
AND
- *below 300 cases of chargebacks, buyer claims (INR and/or items significantly not as described – "SNAD"), and/or reversals.*
- *PayPal will notify you by e-mail if your eligibility for Seller Protection is declined based on the above requirements or if you may be eligible for PayPal Seller Protection again."*

2. Clarifications in Section 5

Section 5 of the PayPal Seller Protection Policy is amended to reflect the Seller Protection Standard is also applicable to transactions on eBay. Also, we have clarified that down payments and deposits are not protected.

3. Removal of requirement to provide a proof of delivery

We have removed the requirement in Section 6.2 to provide a proof of delivery for certain transactions. Now a proof of shipment is fine for all transactions as an eligibility requirement for Seller Protection.

4. Removal of 25 EUR Provision

We have removed Section 6.3, stating that, PayPal may waive the proof of shipment. PayPal may still do that – at its own cost and on a fully deliberate basis.

Amendment to the PayPal Commercial Entity Agreement

Effective Date: Mar 01, 2013



• Amendments to the Commercial Entity Agreements

- **Please read this document.**

These changes are effective on the Effective Date.

- **Amendment to the Commercial Entity Agreements**

While PayPal is not a party to the Commercial Entity Agreements, the agreements affect how you receive PayPal's services. The Commercial Entity Agreements are your direct agreements with our banking partners and they enable you to receive card-funded PayPal payments.

One of PayPal's banking partners is HSBC Merchant Services LLP ("HMS"), which has recently changed its name to GPUK LLP (trading as Global Payments). Due to the recent name change, HMS has amended its direct agreement with you that forms part of the suite of Commercial Entity Agreements, by replacing all references to HMS with references to GPUK LLP trading as Global Payments (the new name for HMS). You do not need to do anything to accept the change.

Amendment to the PayPal Privacy Policy

Effective Date: Feb 20, 2013



• Amendment to the PayPal Privacy Policy

We are making changes to the PayPal Privacy Policy make the Policy more clear, better reflect our use of information and to align with new PayPal Services such as PayPal Access and the updated PayPal website. Some of the key changes to the Privacy Policy are highlighted below, however, we recommend you review the updated Policy in its entirety to ensure you are familiar with any other changes we have made. The amended Privacy Policy is effective on the date stated above for existing users and effective upon acceptance for new users.

The sections added or most substantively changed were:

Your Privacy Rights. We created an introductory paragraph, titled Your Privacy Rights, to ensure that you know the purpose of the privacy policy is to discuss our commitment to you on how we use your information. We also have provided you an additional method of contacting us to retrieve more information via our www.ebayprivacycenter.com website. As we discuss in our policy, our long standing core privacy principle is

that we do not share your information with third parties for their marketing purposes without your consent.

How we collect information about you. We made changes to this section in order to keep pace with the various methods how you can use PayPal. In particular if you use PayPal through your mobile device, we may collect information on your location and the identifier of your device, and we may collect other information such as your software, and your mobile network information. Further, we explained in more detail what is the "web log data" we are collecting, updated the section on the general account information we store about you, and included a paragraph that explains that we also collect information from third parties if you associate your PayPal account with your e.g. Facebook or Twitter account.

How we Use Cookies. We made changes to this section to broaden the definition of the types of technologies that now exist and will likely continue to be developed to provide cookie functionality, often referred to as locally stored objects. In addition, we clarified that the primary purpose of Cookie use is to provide security and fraud support to protect the PayPal community.

How we use the personal information we collect. In this section, we clarified our ability to contact you via telephone and mobile phone with automated telephone systems and text messaging to help us be more efficient in contacting you and to leverage technology for your experience.

How we share personal information with other parties. In this section, we changed our law enforcement notification section to include investigations in our eBay corporate family. In addition, we have clarified that we will work with law enforcement, government officials and third parties during investigation, legal, and risk scenarios when we think it will better protect you, our PayPal community.

Using PayPal Access. We added a new section to the policy discussing PayPal Access, our new product, which enables you to log into external website sites using your PayPal User ID and access credentials. PayPal Access asks you before sharing information with external websites and hopes to improve your web surfing experience across the Internet.

How you can access or change your personal information. In this section, we have added a statement on our data retention policy, detailing that there are certain circumstances such as fraud and technical support that allow us to maintain data on otherwise closed accounts.

Amendment to the PayPal User Agreement (including Fees Policy, Seller and Buyer Protection Policy and Acceptable Use Policy)

Effective Date: Jul 10, 2012

 [Print](#)

• I. Amendment to the PayPal User Agreement

1. Eligibility

The requirements for the usage of the PayPal Services were clarified. In order to do so, Section 4 was deleted and Section 1 redrafted as follows:

"1. Eligibility. You may sign up with PayPal in Switzerland if you are a resident of Switzerland or you are a company with a registered seat in Switzerland. In order to use the Service, you must register for a Premier or Business Account. Users may only hold one Premier or one Business Account. Our Services are only available to individuals acting in an individual capacity; you may not act as an agent for another person nor open a PayPal account for another person (no beneficial ownership is permitted). You may open a Business Account, but PayPal may require additional information from you to verify your ability to act on behalf of such business. You must be able to form legally binding contracts under applicable law. Without limiting the foregoing, our Service is not available to all individuals and businesses and PayPal reserves the right to deny access to the PayPal Service to any individual or business for any reason or no reason at all. PayPal is not available to minors (in Switzerland those under 18), persons who are suspended from our Service, or to persons who present an unacceptable level of risk."

2. Legal Relationship

In Section 2.1, it was clarified that PayPal enters into separate relationships with payment senders and receivers. The first two sentences of Section 2.1 now read:

"PayPal acts as a facilitator to help customers accept payments and to help customers make payments. PayPal has independent relationships with the sender and the receiver of payments."

3. PayPal acting as Payment Service Provider

In Section 2.2, it was clarified that PayPal merely acts as payment service provider. Section 2.2 now reads:

"2.2 PayPal is only a Payment Service Provider. PayPal acts as a payment service provider by creating, hosting, maintaining and providing our Service to you via the Internet. The PayPal Service may not be used solely for the purpose of transferring money from one individual to another without an underlying transaction for the sale of goods or services. PayPal is not a remittance business. We do not have any control over, and are not responsible or liable for, the products or services that are paid for with our Service. We cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction. PayPal is not a common carrier or public utility."

4. Identity Authentication

The list of documents which PayPal may request in connection with your registration was updated. Sentences 3 and 4 of Section 2.3 now read:

"You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your identity and registration. This may include requiring you to provide PayPal with fax or scanned documentation such as a government issued identification card, address verification documentation, ordering a credit report and performing other credit checks or verifying the information you provide against third party databases."

5. Violations of the Acceptable Use Policy

In Section 2.10, the possible consequences of a violation of the User Agreement were clarified. Paragraphs 1 and 4 of Section 2.10 now read as follows:

"If you engage in the following behavior, PayPal may suspend or restrict your access to the Services, hold your funds up to 180 Days and fine you, as explained below.

"If you use the PayPal service in a manner that violates this Agreement, the documents incorporated by reference into this Agreement or the Acceptable Use Policy, including but not limited to the four categories described above, your account will be subject to limitation or immediate termination, as stated in Section 10 below, and PayPal reserves the right to report you to law enforcement officials."

6. Liability for Reversals

The following note regarding your liability for Reversals was added in a new Section 2.11:

"2.11 Liability for reversals. Payments received in your Account may be reversed at a later time, for example, if a payment is subject to a credit card chargeback, Reversal, Buyer Protection Claim or is otherwise invalidated. This means that a payment may be reversed from your PayPal Account after you have provided the goods or services that were purchased. For details please refer to Section 10 of this Agreement."

7. Sending and Receiving Payments

In order to improve the readability, the provisions governing the sending and receiving of payments, which previously had been included in the Payments Policy and the PayPal Billing Agreement for Pre-approved Payments, were reformulated and added to Section 3. The Payments Policy and the PayPal Billing Agreement for Pre-approved Payments was deleted. Section 3 now reads:

"3. Sending and Receiving Payments

3.1 Sending PayPal Payments

3.1.1 Sending Limits . We may, at our discretion, impose limits on the amount of payments you can send through the PayPal Services. Once you reach your sending limit, you will be required to link and confirm your credit card or to verify your Account before using PayPal to send any more payments. You can view your sending limit, if any, by logging into your Account and clicking on the ViewLimits link on the Account Overview page. If you have a Verified Account, we may increase your sending limits.

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

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

- a. Balance
- b. Credit card
- c. Electronic Transfer

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

3.1.3 Preferred Payment Method. You may select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment.

For a Preapproved Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and also later through the My Preapproved Payments section of your Account Profile.

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

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

3.1.5 Merchant Processing Delay . When you send a payment to certain merchants, you are providing an authorisation to the merchant to process your payment and complete the transaction at a later time. For instance, this may be the case if the total payment amount has not yet been defined at the time of purchase. In such case you authorize the merchant to adjust the total payment amount up to a certain level as agreed with you previously (for example, when total material costs were unknown at the time of purchase). Your authorisation will remain valid for up to 30 days. In this case you authorize PayPal to complete the payment up to the maximum amount as agreed with the merchant. PayPal shall not be held liable for verifying the information provided by the merchant. If you have a balance in your PayPal account at the time when you initiate the payment order to PayPal, we shall hold the amount in your Reserve Account. The payment will display as "Held" in your PayPal account until the merchant processes the transaction. If your payment requires a currency conversion by us, the exchange rate will be determined at the time the merchant processes your payment and completes the transaction.

3.1.6 Preapproved Payments. A Preapproved Payment is a payment in which you authorize a merchant or another third party recipient to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". In this case you authorize and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account. This applies as long as you do not terminate this authorization agreement. You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment. Any authorizations you have agreed with any third parties can be viewed in your PayPal account. We will not inform you in advance about any recurring payments under this

agreement. However, you may request such information from your merchant. If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee will be determined at the time the applicable third party processes your payment and completes the transaction.

3.1.7 Stopping a Preapproved Payment. You may stop a Preapproved Payment authorization with a merchant or other third party at any time up to 3 business days prior to the date the next payment is scheduled to be made by notifying PayPal. To stop a Preapproved Payment, access the My Preapproved Payments section of your Account Profile and follow the links to stop the payment. If you stop a Preapproved Payment you may still be liable to the merchant or respective other third party for the payment or for other penalties under the terms of your agreement with the merchant or respective other third party, and you may be required to pay the merchant or respective other third party through alternative means.

3.1.8 Electronic Transfers. When you make a payment through PayPal that is funded by Instant Transfer or eCheck, and when you initiate an "Add Funds" transaction you are requesting an electronic transfer from your bank account. Upon such request, PayPal will make electronic transfers via the Automated Clearing House (ACH) system from your bank account in the amount you specify. You agree that such requests constitute your authorization for such transfers. PayPal will never make transfers from your bank account without your authorization. This feature is not available in all countries. PayPal provides you protection against unauthorized withdrawals from your bank account under the terms of the [Electronic Fund Transfer Rights and Error Resolution Policy](#). You may be charged a service fee for any ACH transactions that result in a returned ACH item, such as but not limited to those caused by insufficient funds in your bank account, closure of your bank account, or if the bank account number or other information you provided is incorrect. Currently, returns to bank accounts are charged a [returned ACH fee](#) based on their location. PayPal reserves the right to resubmit for collection any ACH debit authorized by you (Instant Transfer, eCheck or Add Funds) that is returned for insufficient or uncollected funds.

3.1.9 Multiple Currencies. PayPal's Multiple Currencies feature allows users to send payments in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Argentinean Pesos, Brazilian Reals, Australian Dollars, Czech Koruna, Danish Crowns, Hong Kong Dollar, Hungarian Forint, Israeli New Shekel, Malaysian Ringgits, Mexican Pesos, New Taiwan Dollars, New Zealand Dollars, Norwegian Krone, Polish Zloty, Russian Ruble (subject to the commencement of PayPal's Ruble service), Singapore Dollar, Swedish Krona, Swiss Francs (CHF), Thai Baht, or Turkish Lira.

Restrictions may apply regarding which currencies can be sent or received. When you are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant's requested currency, or in your primary currency. Some merchants may not offer this option.

If you send a payment in a currency that is not your primary currency, we follow these practices:

- a. If you have a Balance in the requested currency, we will fund your transaction from your Balance.
- b. If you have a Balance in a different currency, we will perform a currency conversion and use it to fund your transaction.
- c. If you do not have a Balance, we will fund your transaction through your Default Payment Method.

3.2 Receiving PayPal Payments.

3.2.1 Account Receiving Limit. PayPal places limits on the amount of funds you may receive each month based on the primary currency of your PayPal account. The cap is based on the account sign-up date, and is reset each month. Once you have reached your monthly limit, the payment will have a Pending status, and you will need to take certain steps to accept the payment. If a payment is Pending based on your having reached your Receiving Limit and your limit is reset, the payment will remain Pending until you have completed to process or deny the payment. If you refund a payment, your Receiving Limit will not be reset for the amount of the payment.

3.2.2 Receiving Preapproved Payments and/or Delayed Payment. If you receive Preapproved Payments and/or Delayed payments you must receive your buyer's authorization to the payment amount, frequency and duration prior to submitting the payment and notify the buyer an appropriate time before you submit the payment. Without limiting any of your liability based on other circumstances, you are liable to PayPal for any refunds of such payment, unless such refund is not made as a consequence of any violation of their obligations under this paragraph.

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

3.2.4 Liability for Invalidated Payments. When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any Fees if the payment is later invalidated for any reason, unless the transaction is protected by PayPal Seller Protection. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in the Fees Policy, if you lose a Seller Protection Claim or a credit card chargeback, or if there is a Reversal of the payment (as defined below).

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

- a. Accept PayPal if the eBay listing includes PayPal as a payment method.
- b. Accept all PayPal funding sources from a buyer, including but not limited to credit cards.
- c. Accept international PayPal transactions if the eBay listing offers shipping outside of their country.
- d. Sellers may not charge a surcharge for accepting PayPal as a payment method."

8. Balances and Withdrawing Money

In Section 4, the following provisions regarding the balance on your PayPal account were added:

“4. Balances and Withdrawing Money.

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

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

4.3 Negative Balances and Multiple Currencies . *If your Account has a negative balance, PayPal may set-off the negative balance with any funds that you subsequently add or receive into your Account or deduct the amount from a withdrawal you may have requested. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, PayPal may set-off the negative balance by using funds you maintain in a different currency balance. In case you have a negative balance, the next time you make a credit card or direct debit payment, we may also charge your credit card or, as applicable, bank account, with the outstanding amount in addition to the payment amount. You will be notified during the payment process.*

4.4 Risks of Maintaining Balances in Multiple Currencies. *You are responsible for all risks associated with maintaining Balances in multiple currencies. This may include fluctuating exchange rates. You agree that you will not attempt to use multiple currencies for speculative trading.*

4.5 Reserves. *If PayPal places a reserve on funds in your Account (see Measures of Paypal, currently Section 10.6), the funds will be shown as “pending” in your PayPal Account.*

4.6 How to Withdraw Money. *You may withdraw funds from your Account by registering your Swiss bank account with PayPal, and withdrawing funds from your PayPal balance into your local bank account.*

4.7 Withdrawal Limits. *Depending on the degree to which you have Verified your Account, we may limit your ability to withdraw funds until you comply with our requests for information. You can view your withdrawal limit, if any, by logging into your Account and clicking on the View Limits link on the Account Overview page. In addition, we may delay withdrawals of large sums of money while we perform a risk review. For regulatory and fraud prevention purposes, PayPal generally reserves the right to review any withdrawals and may request additional identity information or other verification information or transaction information before releasing the funds into your designated bank account. Failure to provide the necessary information when requested may delay your ability to withdraw funds and may under locals laws be deemed suspicious activity.*

4.8 Multiple Currencies. *You may hold funds in your PayPal account in different currencies. We will always make the payment to your Swiss bank account in CHF. Therefore, if you withdraw a balance which is in a currency other than CHF, a currency conversion will apply (see below).”*

9. Fees

The former fees regulations in Section 3 were replaced by new fees regulations in Section 5. Section 5 reads now as follows:

“5. Fees and Currency Conversion.

5.1 Fees. *Fees for Users registered in Switzerland are as specified in the Fees Policy. The [Fees Policy](#) constitutes an integral part of this Agreement. For Users with a PayPal Account registered in a region which is not Switzerland, then for the avoidance of doubt, those Users will be liable to PayPal for the fees as set out in the terms of the User Agreement relevant to that other region or as set out in the Fee Table available from the “footer” of each page of the PayPal website applicable to the country where the User is registered.*

If other Fees apply for services or functionalities not referred to in the Fees Policy, you will be notified of those Fees on the PayPal Website(s) where those other services or functionalities are offered or provided.

Fees will be assessed in the currency of the payment unless otherwise specified. Your account and all transactions are made and displayed in Swiss Franc (CHF) unless otherwise specified and may be subject to exchange rates.

All fees related to the Service, are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country, shall be on your account and be borne by you.

5.2 Currency Conversion. *If your transaction involves a currency conversion by PayPal, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.*

The Currency Conversion Fees that are applicable whenever PayPal performs a currency conversion are set out in the Fees Policy.

The “Currency Converter” tool can be accessed through your Account and used to see what exchange rates apply at any given time.

Where a currency conversion is offered by PayPal at the point of sale you will be shown the exchange rate that will be applied to the transaction before you proceed with authorising the payment transaction. By proceeding with your authorisation of the payment transaction you are agreeing to the currency conversion on the basis of such exchange rate. Where a currency conversion is offered at the point of sale by the merchant, not by PayPal, and you choose to authorise the payment transaction on the basis of the merchant's exchange rate and charges, PayPal has no liability to you for such currency conversion by a merchant.

Where your payment is funded by credit card and involves a currency conversion, by entering into this agreement you consent to and authorise PayPal to convert the currency in place of your credit card issuer."

10. Inaccurate Information

A new provision was added in Section 6.2 which clarifies that information that is provided to us must be true and accurate. Section 6.2 now reads:

"6.2 Inaccurate Information. Failure to provide true and accurate identification information is prohibited. PayPal will restrict your account and limit your access to funds should you fail to provide true and accurate information at registration."

11. Use of PayPal on eBay

The previous regulations in Section 6.5 for the use of PayPal on eBay were deleted without replacement.

12. Termination and Closing of the Account

Section 9 governing the termination and closing of the PayPal account was redrafted as follows:

"9. Termination or Closing Your Account.

9.1 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 any redemption codes (such as codes associated with any gift certificates, promotional coupons or other promotional offers used to obtain a benefit and saved with your PayPal Account). You must withdraw your balance prior to closing your Account. If we close your account, we may pay funds that we are holding in custody for you at the time of closure, less any applicable fees, out to your bank account to which is registered with your PayPal account. After the date of termination, we may use the information you provided to try to send you any funds that we are holding in custody for you. If that information is not correct, and we are unable to complete the payment to you, your funds will be subject to applicable laws regarding escheat of unclaimed property.

You will remain liable for all obligations related to your Account even after the Account is closed.

9.2 Limitations on Closing Your Account. You may not evade an investigation by closing your Account. If you close your Account while we are conducting an investigation, we may hold your funds to protect PayPal, its parent, subsidiaries and affiliates or a third party against the risk of Reversals (as defined below), credit card chargebacks, claims that a User files directly with PayPal in the [Online Resolution Center](#) (e.g. Buyer Protection Claims), fees, fines, penalties and other liability."

13. Your Liability

New provisions regarding your liabilities, restricted activities and remedies were added to Section 10 and replace the former regulations in Section 6.2 and the separate provision on "Closing Accounts and Limiting Account Access". The separate "Closing Accounts and Limiting Account Access" provisions were deleted. Section 10 now reads as follows.

"10. Your Liability, Remedies and PayPal's Right to Collect From You.

10.1. Your Liability.

a. You are responsible for

- Reversals
- Credit card chargebacks
- fees, fines, and penalties
- any other liability incurred by PayPal, a PayPal User, or a third party caused by your use of our Service and/or arising from your breach of this Agreement.

You agree to reimburse PayPal, a User, or a third party for any and all such liability.

"Reversal" means PayPal reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by PayPal, its parent, subsidiaries, affiliates, eBay or any direct or indirect PayPal subsidiary, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a stolen credit card or PayPal account takeover), (d) you received the payment for activities that violated this Agreement, the PayPal Acceptable Use Policy, or any other Policy, or (e) PayPal decided a Buyer Protection Claim against you as described below, without you being protected by the PayPal Seller Protection in the individual case.

b. Liability for PayPal Buyer Protection Claims. If PayPal makes a final decision that you lose a Buyer Protection claim filed directly with PayPal, you will be required to reimburse PayPal for your liability, which will include the full purchase price of the item and original postage costs (and in some cases, you may not receive the item back). Please see the PayPal Buyer Protection Policy and the PayPal Seller Protection Policy for details on how PayPal Buyer Protection may affect you as a Seller.

10.2 Liability for claims filed directly with eBay through the eBay Buyer Protection resolution process. If you are an eBay seller, eBay requires that you comply with the eBay Buyer Protection resolution process. As such, you have provided eBay with permission to make a final decision on a claim that a buyer files against you directly with eBay. If eBay makes a final decision that you lose a claim, you agree to allow PayPal to remove funds

from your PayPal Account in order to reimburse eBay for your liability. Any claim filed directly with eBay is not covered by PayPal Seller Protection.

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

- a. Breach this Agreement, the [Commercial Entity Agreement](#), the [Acceptable Use Policy](#) or any other document incorporated herein, or other Policy that you have agreed to with PayPal;
- b. Violate any law, statute, ordinance, or regulation;
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f. Provide false, inaccurate or misleading Information;
- g. Engage in potentially fraudulent or suspicious activity and/or transactions;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Receive or attempt to receive funds from both PayPal and the Seller, bank or credit card issuer for the same transaction during the course of a dispute;
- j. Control a PayPal Account that is linked to another PayPal Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the PayPal Services in a manner that results in or may result in complaints, disputes, claims under the Buyer Protection process, Reversals, credit card chargebacks, fees, fines, penalties and other liability to PayPal, other Users, third parties or you;
- l. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- m. Use your Account or the PayPal Services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Undertake an activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level of exposure (as PayPal reasonably believes based on the information available to it);
- o. Allow your Account to have a negative balance;
- p. To hold multiple accounts (other than one Private Account and one Business Account)
- q. Provide yourself a cash advance from your credit card (or help others to do so);
- r. Access the PayPal Services from a country that is not listed on PayPal's [Worldwide page](#).
- s. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
- t. Send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- u. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- v. Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- w. Integrate PayPal as payment method in a way which makes it impossible for a customer to identify whether he or she is on PayPal's web site (Example: iframing, the URL is not visible for the customer). You agree that engaging in the above Restricted Activities diminishes your or other PayPal customers' safe access and/or use of your Payment Instrument, Account or the Service generally;
- x. Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our web site without our prior written permission;
- y. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our web site or the PayPal Services;
- z. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- aa. Allow your use of the Service to present to PayPal a risk of non-compliance with PayPal's anti-money laundering obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with this agreement); or
- ab. Reveal your Account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords, or
- ac. use, or attempt to use the PayPal Service for purposes other than sending and

receiving payments and managing your account, or abuse the reversal process provided by your credit card issuer or your bank where you hold a bank account registered with your PayPal account, or abuse the Buyer or Seller Protection process.

10.4 Reimbursement for Your Liability. *In the event you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your PayPal balance (if available). If there are insufficient funds in your balance to cover your liability, your remaining balance will be removed, your PayPal account will have negative balance up to the amount of your liability, and PayPal reserves the right to collect your debt to PayPal by using any payments received in your Account and otherwise you agree to reimburse PayPal through other means. PayPal may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency. Additionally, to secure your performance of this Agreement, you grant to PayPal a lien on and security interest in your account.*

10.5 Remedies of PayPal – Restricted Activities. *In addition to any other rights under this Agreement, if PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities as specified above, we may, at any time take various actions to protect PayPal, its parent, subsidiaries and affiliates, eBay, other PayPal users, other third parties or you from Reversals, credit card chargebacks, claims under the Buyer Protection process, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:*

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

10.6 Temporary Holds.

a. Risk-Based Holds. PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your account, or any or all of your transactions. PayPal's determination may be based on different factors and PayPal may rely on information it receives from third parties such as eBay. If PayPal places a hold on a payment, the funds will appear in your "pending balance" and the payment status will indicate the hold, for example it can show as "Completed - Funds not yet available." If PayPal places a hold on any or all of the payments you receive, PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 30 Days from the date the payment was received into your Account unless PayPal has a reason to continue to hold the payment such as (a) the receipt of a dispute, claim, credit card chargeback, or Reversal, (b) PayPal believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or (c) PayPal believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement. PayPal, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.

b. Disputed Transactions Holds. If a buyer files a Claim, Chargeback or Reversal on a payment you received, PayPal will place a temporary hold on the funds in your PayPal account to cover the full amount in dispute. A hold placed under this provision will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal. This process also applies to claims that a buyer files with eBay through the eBay resolution process and where eBay has notified us of the claim. For further details please see the PayPal Seller Protection Policy.

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

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

14. Customer Support

The customer support information in Section 17 were updated. Paragraph 2 of Section 17 now reads as follows:

"Disputes between you and PayPal regarding our Services may be reported to Customer Support online through the PayPal Help Center at any time, or by calling 0041 - 844 560 158 from 8.30 AM to 7.00 PM between Monday and Friday and

from 9.00 AM to 7.30 PM between Saturday and Sunday (CHF 0.11/min for calls made via Swiss landline network; different prices might apply for calls using mobile networks)."

15. Other changes

Some Sections of the PayPal User Agreement have been amended to clarify existing wording and correct typographical errors.

• II. Amendment to the PayPal Fees Policy

The following other changes were made to the Fees Policy:

- The fees section has been changed to include fees applicable for transactions involving Russian Rubles for when PayPal permits Russian Ruble transactions.
- Further we have made it even more explicit that before that Merchant rates will only be granted upon separate application, and only after a case-to-case evaluation of factors like monthly sales volume, shopping cart size and an good standing status of the account.
- Further the Credit Card Chargeback Fee has been increased from 11.25 EUR to 16 EUR (and amounts in different currencies as displayed below).
- We have added an additional category of pricing for charities: 1.9% plus a fixed fee. Such pricing is subject to application and pre-approval by PayPal.

Section 1 – 5 of the Fees Policy now read as follows:

"1. Personal Transactions

A personal payment involves sending a payment which is not based on a purchase, and which you receive from friends or family members. If you are selling goods or services, you may not ask the buyer to send you a personal transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for personal transactions. When sending a Personal payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. If you send a personal payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of a personal payment will pay the transaction fee. This will be disclosed to you by the third party. Please note that, in some cases with the exception of Mobile Payments, you cannot send money for a PayPal personal payment from some countries, including Germany, India or China and that Indian registered Accounts may neither send nor receive personal payments. This means that you cannot send personal payments to Indian registered Accounts. A Mobile Payment is a Personal Payment which is sent from the sender's portable device (e.g. mobile phone) to the recipient's portable device. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective fees when accepting the payment. A payment is sent or received in the country where the respective PayPal Account of the User is registered
The Personal Transaction fee will be shown at the time of payment.

a. Domestic Personal Transactions

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by - Credit Card
Domestic Personal Transaction	Sending or Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

b. Cross-border Personal Transactions

Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Credit Card																				
Sending or Receiving	<p>Important: this fee is based on the country of the sender's registered PayPal Account.</p> <p>Cross Border Fee outlined in the table below.</p> <table border="1"> <thead> <tr> <th>Sender Country Corridor</th> <th>Cross border fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>0.4%</td> </tr> <tr> <td>Europe I/US/Canada**</td> <td>0.5%</td> </tr> <tr> <td>Europe II***</td> <td>1.0%</td> </tr> <tr> <td>Rest of World</td> <td>1.5%</td> </tr> </tbody> </table>	Sender Country Corridor	Cross border fee	Northern Europe*	0.4%	Europe I/US/Canada**	0.5%	Europe II***	1.0%	Rest of World	1.5%	<p>Important: this fee is based on the country of the senders's registered PayPal Account.</p> <p>Cross Border Fee outlined in the table below plus the Fixed Fee (outlined in the Fixed Fee table below).</p> <table border="1"> <thead> <tr> <th>Sender Country Corridor</th> <th>Cross border fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>3.8%</td> </tr> <tr> <td>Euro Europe/ US/ Canada**</td> <td>3.9%</td> </tr> <tr> <td>Non Euro Europe***</td> <td>4.4%</td> </tr> <tr> <td>Rest of World</td> <td>4.9%</td> </tr> </tbody> </table>	Sender Country Corridor	Cross border fee	Northern Europe*	3.8%	Euro Europe/ US/ Canada**	3.9%	Non Euro Europe***	4.4%	Rest of World	4.9%
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Rest of World	4.9%																					

* Denmark (including Greenland and the Faroe Islands), Finland, Iceland, Norway, Sweden

** Austria, Belgium, Canada, 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, Reunion, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State

*** Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine

Note: Cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Personal Transaction payments

Fixed Fee
(based on
currency
received)

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	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
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Russian Ruble [^]	10.00 RUB [^]
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

[^] Subject to the commencement of PayPal's Russian Ruble service

2. Commercial Transactions

Activity	Fee
Sending (Buying)	Free (when no currency conversion is involved)
Receiving (Selling) for Domestic Payments	<p>3.4% + Fixed Fee (see table below)</p> <p>Merchant rate may be granted only upon separate application. Will be evaluated on a case-by-case basis and requires, inter alia, a qualifying monthly sales volume, an average shopping cart of a particular size and an account in good standing:</p> <p>Monthly sales with PayPal between 4,001 and 16,000 CHF: 2.9% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal between 16,001 and 80,000 CHF: 2.7% + Fixed Fee</p>

(see table below)

Monthly sales with PayPal between 80,001 and 160,000 CHF: 2.4% + Fixed Fee (see table below)

Monthly sales with PayPal of more than 160,000 CHF: 1.9% + Fixed Fee (see table below)

Fixed Fee

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	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
Malaysian Ringgit	2 MYR
Mexican Peso:	4.00 MXN
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Polish Zlotych:	1.35 PLN
Russian Ruble ^:	10.00 RUB^
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
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Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

^ Subject to the commencement of PayPal's Russian Ruble service.

Receiving (Selling) of cross-border payments

Receiving (selling) of domestic payments plus a cross border fee depending on sender (buyer) country. (Please refer to the table below)

Buyer Country Corridor	Cross border fee
Northern Europe*	0.4%
Europe I/US/ Canada**	0.5%
Europe II***	1.0%
Rest of World	1.5%

* Denmark (including Greenland and the Faroe Islands), Finland, Iceland, Norway, Sweden

** Austria, Belgium, Canada, 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, Reunion, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State

*** Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech

Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.

Note: Cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments.

3. PayPal Business Payment Fee

PayPal shall apply the following fee to each PayPal Business Payment

Activity	PayPal Business Payment Fee
<p>Sending or receiving</p> <p>The PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.</p>	<p>0.50 USD per transaction involving a US seller</p> <p>2 GBP per transaction involving a UK seller</p>

4. Additional Fees

Activity	Processing Fee																																																															
<p>Currency Conversion Fee</p>	<p>For currency conversions that occur within your PayPal account outside and/or prior to a Personal or Commercial Transaction ("In Account") (converting balances to other currencies before withdrawal for example), as well as for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:</p> <p>2.5% above the wholesale exchange rate</p> <p>For all other transactions that involve a currency conversion and for which the seller has not agreed to bear the conversion fee:</p> <p>Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency into which the amount is converted. (please refer to the table below).</p> <table border="1"> <thead> <tr> <th>CURRENCY</th> <th>CODE</th> <th>PROCESSING FEE</th> </tr> </thead> <tbody> <tr><td>Argentine Peso:</td><td>ARS</td><td>4.0%</td></tr> <tr><td>Australian Dollar:</td><td>AUD</td><td>4.0%</td></tr> <tr><td>Brazilian Real:</td><td>BRL</td><td>4.0%</td></tr> <tr><td>Canadian Dollar:</td><td>CAD</td><td>3.0%</td></tr> <tr><td>Czech Koruna:</td><td>CZK</td><td>3.5%</td></tr> <tr><td>Danish Krone:</td><td>DKK</td><td>3.5%</td></tr> <tr><td>Euro:</td><td>EUR</td><td>3.5%</td></tr> <tr><td>Hong Kong Dollar:</td><td>HKD</td><td>4.0%</td></tr> <tr><td>Hungarian Forint:</td><td>HUF</td><td>3.5%</td></tr> <tr><td>Israeli Shekel:</td><td>ILS</td><td>4.0%</td></tr> <tr><td>Japanese Yen:</td><td>JPY</td><td>4.0%</td></tr> <tr><td>Mexican Peso</td><td>MXN</td><td>4.0%</td></tr> <tr><td>Malaysian Ringgit</td><td>MYR</td><td>4.0%</td></tr> <tr><td>New Zealand Dollar:</td><td>NZD</td><td>4.0%</td></tr> <tr><td>Norwegian Krone:</td><td>NOK</td><td>3.5%</td></tr> <tr><td>Philippine Peso:</td><td>PHP</td><td>4.0%</td></tr> <tr><td>Polish Zlotych:</td><td>PLN</td><td>3.5%</td></tr> <tr><td>Russian Ruble:</td><td>RUB</td><td>3.5%^</td></tr> <tr><td>Singapore Dollar:</td><td>SGD</td><td>4.0%</td></tr> <tr><td>Swedish Krona:</td><td>SEK</td><td>3.5%</td></tr> </tbody> </table>	CURRENCY	CODE	PROCESSING FEE	Argentine Peso:	ARS	4.0%	Australian Dollar:	AUD	4.0%	Brazilian Real:	BRL	4.0%	Canadian Dollar:	CAD	3.0%	Czech Koruna:	CZK	3.5%	Danish Krone:	DKK	3.5%	Euro:	EUR	3.5%	Hong Kong Dollar:	HKD	4.0%	Hungarian Forint:	HUF	3.5%	Israeli Shekel:	ILS	4.0%	Japanese Yen:	JPY	4.0%	Mexican Peso	MXN	4.0%	Malaysian Ringgit	MYR	4.0%	New Zealand Dollar:	NZD	4.0%	Norwegian Krone:	NOK	3.5%	Philippine Peso:	PHP	4.0%	Polish Zlotych:	PLN	3.5%	Russian Ruble:	RUB	3.5%^	Singapore Dollar:	SGD	4.0%	Swedish Krona:	SEK	3.5%
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Swiss Franc:	CHF	3.5%
Taiwan New Dollar:	TND	4.0%
Thai Baht:	THB	4.0%
Turkish Lira:	TRY	3.5%
U.K. Pounds Sterling:	GBP	3.5%
U.S. Dollar:	USD	3.0%

[^] Subject to the commencement of PayPal's Russian Ruble service.

Credit Card Chargeback Fee

The Chargeback Fee is as follows and is based on the currency received as follows:

To cover the cost of processing chargebacks, PayPal assesses a Chargeback Fee to sellers for credit card payment chargebacks.

(A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer).

This Fee does not apply if the transaction is covered by PayPal's Seller Protection Programme.

Argentine Peso:	80.00 ARS
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 EUR
Hong Kong Dollar:	155.00 HKD
Hungarian Forint:	4325 HUF
Israeli Shekel:	75.00 ILS
Japanese Yen:	1,875 JPY
Mexican Peso:	250.00 MXN
Malaysian Ringgit	65.00 MYR
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
Turkish Lira:	30.00 TRY
U.K. Pounds Sterling:	14.00 GBP
U.S. Dollar:	20.00 USD

[^] Subject to the commencement of PayPal's Russian Ruble service.

Commercial Transaction Refund Fee

If you refund a Commercial Transaction payment, we will retain the Fixed Fee portion of the Commercial Transaction Fee.

The buyer's Account will be credited with the full Commercial Transaction payment amount.

Your Account will be charged with the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee.

Sending Payments through PayPal Mass Payments

2% per transaction

A maximum fee cap per individual payment applies as follows

for domestic transactions, (based on payment currency):

Argentine Peso:	25 ARS
Australian Dollar:	8 AUD
Brazilian Real:	15 BRL
Canadian Dollar:	8 CAD
Czech Koruna:	150 CZK
Danish Krone:	45 DKK
Euro:	7 EUR
Hong Kong Dollar:	55 HKD
Hungarian Forint:	1550 HUF
Israeli Shekel:	28 ILS
Japanese Yen:	670 JPY
Mexican Peso:	90 MXN
Malaysian Ringgit	25 MYR
New Zealand Dollar:	10 NZD
Norwegian Krone:	45 NOK
Philippine Peso:	320 PHP
Polish Zlotych:	23 PLN
Russian Ruble [^] :	240 RUB [^]
Singapore Dollar:	10 SGD
Swedish Krona:	55 SEK
Swiss Franc:	8 CHF
Taiwan New Dollar:	225 TWD
Thai Baht:	235 THB
Turkish Lira:	12 TRY
U.K. Pounds Sterling:	5 GBP
U.S. Dollar:	8 USD

[^] Subject to the commencement of PayPal's Russian Ruble service.

A maximum fee cap per individual payment applies as follows for all other transactions (based on payment currency):

Argentine Peso:	150 ARS
Australian Dollar:	50 AUD
Brazilian Real:	75 BRL
Canadian Dollar:	45 CAD
Czech Koruna:	850 CZK
Danish Krone:	250 DKK
Euro:	35 EUR
Hong Kong Dollar:	330 HKD
Hungarian Forint:	9250 HUF
Israeli Shekel:	160 ILS
Japanese Yen:	4000 JPY
Mexican Peso:	540 MXN
Malaysian Ringgit:	150 MYR
New Zealand Dollar:	60 NZD

Norwegian Krone:	270 NOK
Philippine Peso:	1900 PHP
Polish Zlotych:	140 PLN
Russian Ruble^:	1400 RUB ^
Singapore Dollar:	60 SGD
Swedish Krona:	320 SEK
Swiss Franc:	50 CHF
Taiwan New Dollar:	1350 TWD
Thai Baht:	1400 THB
Turkish Lira:	80 TRY
U.K. Pounds Sterling:	30 GBP
U.S. Dollar:	45 USD

^ Subject to the commencement of PayPal's Russian Ruble service.

Note: For cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the domestic cap will apply. 12.00 EUR (per item)

Records Request Fee

This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.

Bank Return Fee on Withdrawal

This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.

5 CHF

Charity Pricing

Subject to application and pre-approval by PayPal.

Domestic rate: 1.9% + Fixed Fee per each payment transaction.

Fixed Fee for Charity Pricing
(depending on the payment currency received):

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	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
Malaysian Ringgit	2 MYR
Mexican Peso	4.00 MXN
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Philippine Peso:	15.00 PHP
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Russian Ruble^:	10.00 RUB^

Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

[^] Subject to the commencement of PayPal's Russian Ruble service.

Cross Border rate: the Cross Border Fee for Charity Pricing is the same as the Fee for Receiving Cross Border Commercial Transaction payments.

Note: For Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the Domestic rate will apply.

Micropayment Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account on [this page](#). This rate will apply to all Commercial Transaction payments received into your PayPal account.

Activity	Fee	Fee in Foreign Currency
Receiving payments in Switzerland in CHF	5% + 0.09 CHF	Not applicable
Receiving payments from other countries or in other currencies	6% + 0.09 CHF	For Fixed Fee in other currencies please refer to https://micropayments.paypal-lab.s.com/

We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service.

5. Due dates, taxes and third-party fees. All quoted fees are due immediately. All fees are payable by you without set off or other deductions. Quoted fees are inclusive of all applicable taxes. Other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account."

• III. Amendment to the PayPal Seller Protection Policy

1. Scope of Applicability

The Seller Protection's scope of applicability has been limited to payment deficits on eBay. Section 1 of the Seller Protection Policy now reads as follows:

"1. Protection against payment reversal on eBay. PayPal protects a Seller on eBay against a payment reversal resulting from:

- A chargeback or reversal of payment directly related to a claim of "Unauthorised Payment"; or
- A chargeback or reversal of a payment for reason of "Item Not Received", where PayPal receives from you proof that the item was posted in accordance with the requirements set forth in Section 6 below, subject to the further provision of this PayPal Seller Protection Policy (including, without limitation, the Eligibility Requirements at Section 5)."

2. Excluded transactions

There are cases where no Seller Protection is available; we have included payments received by Sellers on eBay from PayPal. The background is that Seller will receive the payment from a PayPal account of eBay, and not from the Buyer – therefore there is no PayPal Buyer Protection either for which the Seller could become liable and Seller does not need any Seller Protection. Accordingly, we have included the following sentences 2 in Section 2:

"Disbursements on eBay made via PayPal are not eligible."

3. Proceedings in case of Buyer Protection claims, chargebacks, reversals or claims for unauthorized payments

Several clarifications were made in Section 4 regarding the proceedings in case of Buyer Protection claims, chargebacks, reversals or claims for unauthorized payments. Section 4 now reads:

"4. What happens in case of a Buyer Protection claim for Item not received, Item significantly not

as described, chargeback or reversal, or claim for Unauthorized Payments? PayPal will place a temporary hold on the funds received in your PayPal account in the event a buyer files a claim under the PayPal Buyer Protection Policy, in case of chargebacks or reversals or in case of a claim for an Unauthorized Payment. Your ability to withdraw or use the disputed funds is restricted during this time. If PayPal decides in the buyer's favour, the seller will be liable to PayPal. This includes, without limitation, where a buyer with a registered PayPal account outside of Switzerland files a claim that is covered under the applicable PayPal Buyer Protection Policy of the Buyer's place of registration. If the payment in question is covered by the PayPal Seller Protection Policy, PayPal will release the disputed amount and restore access. If the payment is not covered by the PayPal Seller Protection, you are liable vis-à-vis PayPal, and PayPal will deduct the funds in dispute from your PayPal account and return the payment to the buyer. In addition, you may be responsible for PayPal's Chargeback Fee, if applicable. This process also applies to claims that a buyer files with eBay through the eBay resolution process and where eBay has notified us of the claim. PayPal Seller Protection does not apply to Buyer Protection Claims, chargebacks or reversals outside of eBay and not to Buyer Protection Claims, chargebacks or reversals resulting either from the fact that the item is significantly not as described, or for items which are not shipped through an approved shipping method (e.g. have been picked up or delivered in person)."

4. Proof of shipment

Several Clarifications were made in Section 5 and 6 in relation to the proof of shipment PayPal accepts, in order to anticipate questions of Sellers in that respect.

Bullet point 7 of Section 5 now reads:

"You must respond within the required time to PayPal's requests for documentation (such as proof of shipment) and other information that is reasonably required by PayPal to investigate the matter."

Section 6.1 now reads:

"6.1 Proof of shipment. In case of an Unauthorised Payment, You, the seller, must prove shipment of the item vis-à-vis PayPal by online or physical documentation, which fulfills the following requirements:

- Confirmation that the item has been shipped and date of postage;
- The recipient's address (as given in the Transaction Details);
- Official acceptance by the shipping company (for example a receipt or online tracking information according to which PayPal can track the shipment);
- A proof of shipment may be substituted by a proof of delivery as described below."

Section 6.2 now reads:

"6.2 Proof of delivery. In case of an item not received by the buyer, the seller must prove delivery of the item vis-à-vis PayPal by an online proof of delivery, which fulfills the following requirements:

- Confirmation of delivery and date of delivery;
- The recipient's name and address (as given in the Transaction Details);
- Signature Confirmation of delivery if item has a value of more than 330 CH (200 EUR or equivalent in other currency)."

• IV. Amendment to the PayPal Buyer Protection Policy

1. Qualification requirement on eBay

We have deleted the requirement that an item has to be marked as "buy securely" if listed on eBay. This distinction does not exist anymore and PayPal will grant Buyer Protection independent from any such marking on eBay.

2. Buyer Responsibilities

Usually, Buyer has to reply to PayPal's request in the required time, otherwise there is no entitlement to Buyer Protection. Where the subject matter requires PayPal may extend such deadline – such possibility is now included in the PayPal Buyer Protection Policy. Therefore Section 5.1 is rephrased as follows:

"5.1 You, the buyer must reply to any questions asked by PayPal in regards to the PayPal Buyer Protection claim within 10 days. PayPal will decline the claim, if the buyer does not provide an answer within the given timeframe. PayPal may extend this time frame in case of extraordinary circumstances which are outside the control of the buyer."

3. Assignment of claims under purchase agreement

The background of this change is that in case of a successful Buyer Protection Claim (e.g. where the Seller is in delay of sending the item or delivered the wrong item), PayPal may under certain circumstances take recourse from the Seller under the User Agreement. According to Section 6.1 the Buyer assigns its claims against the Seller under the purchase agreement. Such assignment serves PayPal's recourse from the Seller. Further, in case the Buyer has received payout under the Buyer Protection from PayPal, Buyer shall not be able to claim delivery from the Seller. The change points the reader to the fact that also PayPal will of course not seek double relief from the Seller in the same matter. Section 6.1 now reads as follows:

"6.1 Assignment of payment claims. By receiving a PayPal Buyer Protection payout, the buyer hereby assigns any claims he may have towards the seller to PayPal, based on the contract of sale in the amount of the payout sum. For the avoidance of doubt, in case PayPal is fully satisfied after successfully pursuing such assigned claims against the seller, it will not seek double relief for the same matter under the User Agreement."

• V. Amendment to the PayPal Acceptable Use Policy

1. Prohibited Activities

- a. Part 2 of this section is being amended to clarify that you may not use the PayPal service for activities that relate to transactions (i.e. not only sales) involving:
 - i. the items already listed in that section; and
 - ii. additionally, stolen goods including digital and virtual goods.
- b. Part 4 of this section is being amended to clarify that you may not use the PayPal service for activities that relate to transactions involving certain credit repair, debt settlement services, credit transactions or insurance activities.

No. 1, 2, and 3 of the Prohibited Activities Section read as following:

"1. violate any law, statute, ordinance or regulation.

2. relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) stolen goods including digital and virtual goods, (e) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (f) items that are considered obscene, (g) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (h) certain sexually oriented materials or services, (i) ammunition, firearms, or certain firearm parts or accessories, or (j) ,certain weapons or knives regulated under applicable law.

3. relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f), are associated with the sale of traveler's checks or money orders, (g) involve currency exchanges or check cashing businesses, or (h) involve certain credit repair, debt settlement services, credit transactions or insurance activities."

2. Activities Requiring Pre-Approval

This section is being amended to clarify that PayPal requires pre-approval to accept payments for certain services as set out in section 6 (which lists certain gambling activities, amongst other activities) instead of section 5. Further, airlines are added. The beginning of this section reads as following:

"Activities Requiring Approval

PayPal requires pre-approval to accept payments for certain services as set out in 6 above and detailed in the chart below.

<i>Service Requiring Pre-Approval</i>	<i>Contact Information</i>
<i>Airlines and scheduled or non-scheduled charters/jets/airtaxi operators;..."</i>	<i>Please send contact information, business website URL and a brief business summary to compliance@paypal.com</i>

• VI. Other Changes

Sections of the PayPal User Agreement, the Payment Policy, the PayPal Buyer Protection Policy and the PayPal Seller Protection Policy and the Acceptable Use Policy have been amended to clarify existing wording and correct typographical errors.

Amendment to the PayPal User Agreement

Effective Date: Sep 21, 2011

 [Print](#)

• I. Amendment to the PayPal User Agreement

1. Accounts

PayPal distinguishes between 1) a Premier Account, which is designed for personal purposes only and 2) a Business Account. Accordingly, Section 1 Sentences 1 and 2 will read as follows:

In order to use the Service, you must register for a Premier or Business account. Users may only hold one Premier or one Business account.

2. Authoritative version

PayPal provides you with the User Agreement in a German and an English version. Should there be any discrepancies between these versions the English version will be authoritative. Accordingly, the relevant part of the introductory remark will read:

In the event of discrepancies between the German and the English version of this Agreement, the English version shall prevail.

3. License Grant

PayPal will grant you limited rights to allow you to make use of PayPal software. The User Agreement describes the conditions for such a grant of rights. At the same time, PayPal clarifies that any use of third party software will subject to a separate license you will have to conclude with such a third party. PayPal does not have any responsibility or liability for any third party software application. Section 2.4 will read as follows:

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

4. Third Party Permissions

PayPal allows you to grant third parties access to you account. If you make use of this option, however, you will remain bound by the terms of the User Agreement and agree to indemnify PayPal of any consequences of such action.

2.5 Third Party Permissions. *If you grant express permission to a third party to take specific actions on your behalf or access particular information about your Account either through your use of the third party's product or service, or in the API Access, Manage API Permissions section of your Profile, you acknowledge that PayPal may disclose the information about your PayPal Account to this third party that is specifically authorized by you. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further you acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.*

5. Contact address

PayPal changed its contact address. Accordingly, Sections 14.4 and 17 will read as follows:

14.4 Procedure. *Except as explicitly stated otherwise, any notices shall be given by postal mail to PayPal Pte. Ltd., Attn: Legal Department, 5 Temasek Boulevard, #09-01 Suntec Tower Five, Singapore 038985. (in the case of PayPal) or to our online message center or the email address you provide to PayPal during the registration process (in your case).*

17. Disclosures. *The Services are offered by PayPal Pte. Ltd., 5 Temasek Boulevard, #09-01 Suntec Tower Five, Singapore 038985. If you are a Singaporean resident, you may have this same information emailed to you by sending a letter to the address above with your email address and a request for this information. Fees for our services are described in our [Fees Policy](#).*

• II. Amendments to the PayPal Fee Policy

PayPal adapts (i) part of the fees for sending and receiving in case of international transactions in non Euro currencies, as well as (ii) the fee caps for mass payments. In addition, the format of the fee table is aligned with the fee table in other European countries in which PayPal is active (notably UK, FR, IT).

The Fee Policy will now read as follows:

Fee Policy

Last update: September 7, 2011

Fees depend on whether a commercial transaction, a PayPal business payment or a personal transaction is made. A "**Commercial Transaction**" involves buying and selling goods and services, or payments received when you "request money" using PayPal. "**PayPal Business Payments**" means payments between Users made through certain third parties' products or services where the sender must fund their payment exclusively using their Balance and for which the PayPal Business Payment fee applies. "**Personal Transaction**" involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions. When sending a Personal Transaction payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. Please note that Indian registered Accounts may neither send nor receive personal transaction payments.

For PayPal Business Payments, the PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.

A "**Domestic Transaction**" is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region. A "**Cross Border Transaction**" occurs when the sender and receiver execute a payment between PayPal Accounts which are not registered in the same country or region.

Fees for Users registered in Switzerland are as follows. For Users with a PayPal Account registered in a

region which is not Switzerland, then for the avoidance of doubt, those Users will be liable to PayPal for the fees as set out in the terms of the User Agreement relevant to that other region or as set out in the Fee Table available from the “footer” of each page of the PayPal website applicable to the country where the User is registered.

If other Fees apply for services or functionalities not referred to below, you will be notified of those Fees on the PayPal Website(s) where those other services or functionalities are offered or provided.

Note: reference to a percentage fee rate below refers to an amount equal to that percentage of the payment transaction amount.

1. Personal Transactions

A personal payment involves sending a payment which is not based on a purchase, and which you receive from friends or family members. If you are selling goods or services, you may not ask the buyer to send you a personal transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for personal transactions. When sending a Personal payment, the sender can decide whether they or the recipient will pay the respective fee. In most cases, the sender will decide to bear the fees. If this is not the case, the recipient will have to pay the fees when accepting the payment. If you send a personal payment from a third party (non PayPal) web site or application then the third party will determine if the sender or recipient of a personal payment will pay the transaction fee. This will be disclosed to you by the third party. Please note that, in some cases with the exception of Mobile Payments, you cannot send money for a PayPal personal payment from some countries, including Germany, India or China and that Indian registered Accounts may neither send nor receive personal payments. This means that you cannot send personal payments to Indian registered Accounts.

A **Mobile Payment** is a Personal Payment which is sent from the sender's portable device (e.g. mobile phone) to the recipient's portable device. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective fees when accepting the payment. A payment is sent or received in the country where the respective PayPal Account of the User is registered

The Personal Transaction fee will be shown at the time of payment.

a. Domestic Personal Transactions

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Debit card and/or - Credit Card
Domestic Personal Transaction	Sending or Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

b. Cross-border Personal Transactions

Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Credit Card																				
Sending or Receiving	<p>Important: this fee is based on the country of the sender's registered PayPal Account.</p> <p>Cross Border Fee outlined in the table below.</p> <table border="1"> <thead> <tr> <th>Sender Country Corridor</th> <th>Cross border fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>0.4%</td> </tr> <tr> <td>Europe I/ US/ Canada**</td> <td>0.5%</td> </tr> <tr> <td>Europe II***</td> <td>1.0%</td> </tr> <tr> <td>Rest of World</td> <td>1.5%</td> </tr> </tbody> </table>	Sender Country Corridor	Cross border fee	Northern Europe*	0.4%	Europe I/ US/ Canada**	0.5%	Europe II***	1.0%	Rest of World	1.5%	<p>Important: this fee is based on the country of the senders's registered PayPal Account.</p> <p>Cross Border Fee outlined in the table below plus the Fixed Fee (outlined in the Fixed Fee table below).</p> <table border="1"> <thead> <tr> <th>Sender Country Corridor</th> <th>Cross border fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>3.8%</td> </tr> <tr> <td>Euro Europe/ US/ Canada**</td> <td>3.9%</td> </tr> <tr> <td>Non Euro Europe***</td> <td>4.4%</td> </tr> <tr> <td>Rest of World</td> <td>4.9%</td> </tr> </tbody> </table>	Sender Country Corridor	Cross border fee	Northern Europe*	3.8%	Euro Europe/ US/ Canada**	3.9%	Non Euro Europe***	4.4%	Rest of World	4.9%
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* Denmark (including Greenland and the Faroe Islands), Finland, Iceland, Norway, Sweden

** Austria, Belgium, Canada, 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, Reunion, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State

*** Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine

Note: Cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Personal Transaction payments

Fixed Fee
(based on
currency
received)

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	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
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

2. Commercial Transactions

Activity	Fee
Sending (Buying)	Free (when no currency conversion is involved)
Receiving (Selling) for Domestic Payments	<p>3.4% + Fixed Fee (see table below)</p> <p>Merchant rate (requires one-time application, qualifying monthly sales volume, and account in good standing):</p> <p>Monthly sales with PayPal between 4,001 and 16,000 CHF: 2.9% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal between 16,001 and 80,000 CHF: 2.7% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal between 80,001 and 160,000 CHF: 2.4% + Fixed Fee (see table below)</p> <p>Monthly sales with PayPal of more than 160,000 CHF: 1.9% + Fixed Fee (see table below)</p>
Fixed Fee	The Fixed Fee is based on the currency received as follows:

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
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Receiving (Selling) of cross-border payments

Receiving (selling) of domestic payments plus a cross border fee depending on sender (buyer) country.
(Please refer to the table below)

Buyer Country Corridor	Cross border fee
Northern Europe*	0.4%
Europe I/ US/ Canada**	0.5%
Europe II***	1.0%
Rest of World	1.5%

* Denmark (including Greenland and the Faroe Islands), Finland, Iceland, Norway, Sweden

** Austria, Belgium, Canada, 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, Reunion, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State

*** Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine

Note: Cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments.

3. PayPal Business Payment Fee

PayPal shall apply the following fee to each PayPal Business Payment

Activity	PayPal Business Payment Fee
<p>Sending or receiving</p> <p>The PayPal Business Payment fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this fee.</p>	<p>0.50 USD per transaction involving a US seller</p> <p>2 GBP per transaction involving a UK seller</p>

4. Additional Fees

Activity	Processing Fee																																																																														
<p>Currency Conversion Fee</p> <p>If your transaction involves a currency conversion, it will be completed at an exchange rate based on the wholesale exchange rate at which PayPal obtains foreign currency and which is determined by a financial institution.</p> <p>The exchange rate is adjusted regularly based on market conditions and may be applied immediately and without notice to you.</p> <p>The exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate, and the processing fee is retained by PayPal.</p> <p>The "Currency Converter" tool can be accessed through your Account and used to see what exchange rates apply at any given time.</p>	<p>For currency conversions that occur within your PayPal account outside and/or prior to a Personal or Commercial Transaction ("In Account") (converting balances to other currencies before withdrawal for example), as well as for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:</p> <p>2.5% above the wholesale exchange rate</p> <p>For all other transactions that involve a currency conversion and for which the seller has not agreed to bear the conversion fee:</p> <p>Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency into which the amount is converted. (please refer to the table below).</p> <table border="1"> <thead> <tr> <th>CURRENCY</th> <th>CODE</th> <th>PROCESSING FEE</th> </tr> </thead> <tbody> <tr><td>Argentine Peso:</td><td>ARS</td><td>4.0%</td></tr> <tr><td>Australian Dollar:</td><td>AUD</td><td>4.0%</td></tr> <tr><td>Brazilian Real:</td><td>BRL</td><td>4.0%</td></tr> <tr><td>Canadian Dollar:</td><td>CAD</td><td>3.0%</td></tr> <tr><td>Czech Koruna:</td><td>CZK</td><td>3.5%</td></tr> <tr><td>Danish Krone:</td><td>DKK</td><td>3.5%</td></tr> <tr><td>Euro:</td><td>EUR</td><td>3.5%</td></tr> <tr><td>Hong Kong Dollar:</td><td>HKD</td><td>4.0%</td></tr> <tr><td>Hungarian Forint:</td><td>HUF</td><td>3.5%</td></tr> <tr><td>Israeli Shekel:</td><td>ILS</td><td>4.0%</td></tr> <tr><td>Japanese Yen:</td><td>JPY</td><td>4.0%</td></tr> <tr><td>Mexican Peso</td><td>MXN</td><td>4.0%</td></tr> <tr><td>Malaysian Ringgit</td><td>MYR</td><td>4.0%</td></tr> <tr><td>New Zealand Dollar:</td><td>NZD</td><td>4.0%</td></tr> <tr><td>Norwegian Krone:</td><td>NOK</td><td>3.5%</td></tr> <tr><td>Philippine Peso:</td><td>PHP</td><td>4.0%</td></tr> <tr><td>Polish Zlotych:</td><td>PLN</td><td>3.5%</td></tr> <tr><td>Singapore Dollar:</td><td>SGD</td><td>4.0%</td></tr> <tr><td>Swedish Krona:</td><td>SEK</td><td>3.5%</td></tr> <tr><td>Swiss Franc:</td><td>CHF</td><td>3.5%</td></tr> <tr><td>Taiwan New Dollar:</td><td>TND</td><td>4.0%</td></tr> <tr><td>Thai Baht:</td><td>THB</td><td>4.0%</td></tr> <tr><td>Turkish Lira:</td><td>TRY</td><td>3.5%</td></tr> <tr><td>U.K. Pounds Sterling:</td><td>GBP</td><td>3.5%</td></tr> <tr><td>U.S. Dollar:</td><td>USD</td><td>3.0%</td></tr> </tbody> </table>	CURRENCY	CODE	PROCESSING FEE	Argentine Peso:	ARS	4.0%	Australian Dollar:	AUD	4.0%	Brazilian Real:	BRL	4.0%	Canadian Dollar:	CAD	3.0%	Czech Koruna:	CZK	3.5%	Danish Krone:	DKK	3.5%	Euro:	EUR	3.5%	Hong Kong Dollar:	HKD	4.0%	Hungarian Forint:	HUF	3.5%	Israeli Shekel:	ILS	4.0%	Japanese Yen:	JPY	4.0%	Mexican Peso	MXN	4.0%	Malaysian Ringgit	MYR	4.0%	New Zealand Dollar:	NZD	4.0%	Norwegian Krone:	NOK	3.5%	Philippine Peso:	PHP	4.0%	Polish Zlotych:	PLN	3.5%	Singapore Dollar:	SGD	4.0%	Swedish Krona:	SEK	3.5%	Swiss Franc:	CHF	3.5%	Taiwan New Dollar:	TND	4.0%	Thai Baht:	THB	4.0%	Turkish Lira:	TRY	3.5%	U.K. Pounds Sterling:	GBP	3.5%	U.S. Dollar:	USD	3.0%
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Credit Card Chargeback Fee

To cover the cost of processing chargebacks, PayPal assesses a Chargeback Fee to sellers for credit card payment chargebacks.

(A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer).

This Fee does not apply if the transaction is covered by PayPal's Seller Protection Programme.

The Chargeback Fee is as follows and is based on the currency received as follows:

Argentine Peso:	30.00 ARS
Australian Dollar:	15.00 AUD
Brazilian Real:	20.00 BRL
Canadian Dollar:	15.00 CAD
Czech Koruna:	250.00 CZK
Danish Krone:	60.00 DKK
Euro:	11.25 EUR
Hong Kong Dollar:	75.00 HKD
Hungarian Forint:	2,000 HUF
Israeli Shekel:	40.00 ILS
Japanese Yen:	1,300 JPY
Mexican Peso:	110.00 MXN
Malaysian Ringgit:	40 MYR
New Zealand Dollar:	15.00 NZD
Norwegian Krone:	65.00 NOK
Philippine Peso:	500.00 PHP
Polish Zlotych:	30 PLN
Singapore Dollar:	15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
Taiwan New Dollar:	330.00 TWD
Thai Baht:	360.00 THB
Turkish Lira:	15 TRY
U.K. Pounds Sterling:	7.00 GBP
U.S. Dollar:	10.00 USD

Commercial Transaction Refund Fee

If you refund a Commercial Transaction payment, we will retain the Fixed Fee portion of the Commercial Transaction Fee.

The buyer's Account will be credited with the full Commercial Transaction payment amount.

Your Account will be charged with the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee

Sending Payments through PayPal Mass Payments

2% per transaction

A maximum fee cap per individual payment applies as follows for domestic transactions, (based on payment currency):

Argentine Peso:	25 ARS
Australian Dollar:	8 AUD
Brazilian Real:	15 BRL
Canadian Dollar:	8 CAD
Czech Koruna:	150 CZK
Danish Krone:	45 DKK
Euro:	7 EUR

<i>Hong Kong Dollar:</i>	<i>55 HKD</i>
<i>Hungarian Forint:</i>	<i>1550 HUF</i>
<i>Israeli Shekel:</i>	<i>28 ILS</i>
<i>Japanese Yen:</i>	<i>670 JPY</i>
<i>Mexican Peso:</i>	<i>90 MXN</i>
<i>Malaysian Ringgit</i>	<i>25 MYR</i>
<i>New Zealand Dollar:</i>	<i>10 NZD</i>
<i>Norwegian Krone:</i>	<i>45 NOK</i>
<i>Philippine Peso:</i>	<i>320 PHP</i>
<i>Polish Zlotych:</i>	<i>23 PLN</i>
<i>Singapore Dollar:</i>	<i>10 SGD</i>
<i>Swedish Krona:</i>	<i>55 SEK</i>
<i>Swiss Franc:</i>	<i>8 CHF</i>
<i>Taiwan New Dollar:</i>	<i>225 TWD</i>
<i>Thai Baht:</i>	<i>235 THB</i>
<i>Turkish Lira:</i>	<i>12 TRY</i>
<i>U.K. Pounds Sterling:</i>	<i>5 GBP</i>
<i>U.S. Dollar:</i>	<i>8 USD</i>

A maximum fee cap per individual payment applies as follows for all other transactions (based on payment currency):

<i>Argentine Peso:</i>	<i>150 ARS</i>
<i>Australian Dollar:</i>	<i>50 AUD</i>
<i>Brazilian Real:</i>	<i>75 BRL</i>
<i>Canadian Dollar:</i>	<i>45 CAD</i>
<i>Czech Koruna:</i>	<i>850 CZK</i>
<i>Danish Krone:</i>	<i>250 DKK</i>
<i>Euro:</i>	<i>35 EUR</i>
<i>Hong Kong Dollar:</i>	<i>330 HKD</i>
<i>Hungarian Forint:</i>	<i>9250 HUF</i>
<i>Israeli Shekel:</i>	<i>160 ILS</i>
<i>Japanese Yen:</i>	<i>4000 JPY</i>
<i>Mexican Peso:</i>	<i>540 MXN</i>
<i>Malaysian Ringgit:</i>	<i>150 MYR</i>
<i>New Zealand Dollar:</i>	<i>60 NZD</i>
<i>Norwegian Krone:</i>	<i>270 NOK</i>
<i>Philippine Peso:</i>	<i>1900 PHP</i>
<i>Polish Zlotych:</i>	<i>140 PLN</i>
<i>Singapore Dollar:</i>	<i>60 SGD</i>
<i>Swedish Krona:</i>	<i>320 SEK</i>
<i>Swiss Franc:</i>	<i>50 CHF</i>
<i>Taiwan New Dollar:</i>	<i>1350 TWD</i>
<i>Thai Baht:</i>	<i>1400 THB</i>
<i>Turkish Lira:</i>	<i>80 TRY</i>

U.K. Pounds Sterling:	30 GBP
U.S. Dollar:	45 USD

Note: For cross border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA the domestic cap will apply.

Records Request Fee	12.00 EUR (per item)
<i>This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.</i>	
Bank Return Fee on Withdrawal <i>This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.</i>	3 EUR
Reversal or failed direct debit payment	5 EUR

Micropayment Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account on [this page](#). This rate will apply to all Commercial Transaction payments received into your PayPal account.

Activity	Fee	Fee in Foreign Currency
Receiving payments in EUR from within the EU, or from Norway, Iceland, Liechtenstein	10% + 0.10 EUR	Not applicable
Receiving payments from other countries or in other currencies	11% + 0.10 EUR	For Fixed Fee in other currencies please refer to https://micropayments.paypal-labs.com/

We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service.

8.5 Due dates, taxes and third-party fees. All quoted fees are due immediately. All fees are payable by you without set off or other deductions. Quoted fees are inclusive of all applicable taxes. Other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account.

• III. Amendment to the PayPal Seller Protection Policy

PayPal offers Seller Protection with regard to sale on the eBay platform. Accordingly, Art. 2 now reads:

2. Which payments are protected? All PayPal payments received from buyers for an eligible item purchased on eBay worldwide with PayPal as accepted payment.

Amendment to the PayPal Privacy Policy

Effective Date: Mar 28, 2011

 [Print](#)

• Amendment to the PayPal Privacy Policy

1. Preamble

Scope of the policy is updated to include "products, services or any other features, technologies or functionalities offered by us on our website or through any other means (collectively "the PayPal Services)." The text of the policy is adjusted throughout to reflect this change.

2. New section is added – entitled: Binding Corporate Rules.

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

3. How we collect information about you

Language is 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" is removed.

4. How we use cookies

This section is updated to include the following language: We and our service providers also use cookies to customize our 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 certain websites that we do not control (for example, if you view a webpage created by a third party or use an application developed by a third party, there may be a cookie placed by that web page or application).

5. New Section is added entitled: Marketing

Marketing We don't sell or rent your personal information to third-parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize our 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 going to the Profile subtab under the My Account tab and adjusting your preferences or by following the directions provided with the communication or advertisement.

6. How we share personal information with other PayPal users

The following wording is added: In addition, this and other information may also be shared with third parties when you use these third parties to access PayPal Services. Unless you agreed to it, these third parties are not allowed to use this information for any purpose other than to enable the PayPal Services. Examples of data that may be shared by third parties with us is added to this section. We clarify the cases in which we may be required to disclose credit card number or bank account number to include compliance with "Credit card association rules".

7. How we share personal information with other parties

In the first bullet, "Skype" is removed and "products" inserted between "joint content" and "and services". "Credit Card association rules" is added to the disclosure about sharing data for legal compliance purposes. Wording is added to clarify information submitted on a third party website and not directly to PayPal will be subject to the third parties' privacy policy.

8. How you can control our communications with you

Language is updated to include that you can control how we use your contact information to market our services "and the services of eBay companies" to you.

Amendment to the PayPal User Agreement

Effective Date: Nov 01, 2010

 [Print](#)

• I. Amendment to the PayPal User Agreement

1. Amendment of User Agreement

PayPal clarifies that changes to the User Agreement follow the same rules as changes to the Buyer Protection and the Seller Protection, i.e. are posted in the PayPal website with 30 days notice if substantial changes. The preamble reads as follows: "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 by posting notice of the change on the "Policy Updates" page of our website. After this 30 days notice, you will be considered as having expressly consented to all amendments to this Agreement.

2. Third Party Permissions

PayPal enables users to expressly allow third parties to have access to a users account. Section 14.5 of the User Agreement will read as follows:

"14.5 Third Party Permissions. You may expressly grant, remove and manage permissions for certain third parties to take certain actions on your behalf by logging into your Account, choosing the Profile subtab under the My Account tab, and selecting API Access, then Manage API Permissions. You acknowledge that if you grant permission for a third party to take actions on your behalf, PayPal may disclose certain information about your PayPal Account to this third party. Granting permission to a third party does not relieve you of any of your responsibilities under this Agreement. You acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you granted."

• II. Amendment to the PayPal Buyer Protection Policy

1. Extension of PayPal buyer protection

PayPal now offers buyer protection to purchases made off eBay if all further requirements of the PayPal buyer protection provisions apply.

The corresponding part of Section 1 will read as follows:

"The PayPal Buyer Protection protects the buyer if an item purchased has not been shipped or if a shipped item is significantly not as described by the seller; see Clause 4 for details."

The corresponding parts of part of Section 3 will read as follows:

"3.1 The buyer has purchased an item and paid for it with PayPal."

"3.2 The item is qualified for PayPal Buyer Protection. To see whether an eBay item is qualified for PayPal Buyer Protection, refer to the item listing on eBay. In the top section of the page you will find a note in the "Sicher kaufen" field (Buy securely) telling you whether an item qualifies for PayPal Buyer Protection."

"3.4 The PayPal payment is associated with the item purchased. This means that the payment has been completed either

1. by availing of the Pay Now option on the eBay website; or
2. via Send Money in your PayPal account stating the eBay item number; or
3. for purchases made off eBay: via the Send Money tab on the PayPal website by clicking the "Purchase" tab, or the seller's PayPal checkout flow."

2. eBay buyer protection

eBay now offers buyer protection on the eBay platform. Accordingly, buyer protection claims can now also be filed on the eBay platform. PayPal now reflects in its User Agreement the fact that eBay is offering buyer protection on the eBay platform. The corresponding part of Section 1 will read as follows:

"1. General.

As soon as the buyer files a claim for PayPal Buyer Protection, PayPal will review the claim and may ask both buyer and seller to provide additional information to settle the case.

Alternatively, the claim may also be filed in the eBay resolution center."

3. Buyer Protection Scheme for Items not shipped

Section 3.3 will read as follows:

"3. Eligibility. In order to qualify for PayPal Buyer Protection the following requirements must be met.

3.3 The item purchased is a physical item that can be shipped.

For instance, the following items are **not** covered by PayPal Buyer Protection:

1. industrial machinery used in manufacturing"

4. Resolution center available online

PayPal announces that reasons for a buyer protection claims can now also be changed in PayPal's online resolution center, rather than through contacting customer support. Section 4.3 will read as follows:

"4. Which cases are covered.

4.3 For any PayPal payment the buyer may only file one single claim on PayPal Buyer Protection, either when the seller has not shipped the item or when the item is significantly not as described. You may change the reason for your claim later on (e.g. if initially you did not receive an item but later on received one that was significantly not as described) via our online Resolution Center or by contacting our customer support."

• III. Amendment to the Seller Protection Policy

1. Clarification on Seller Protection requirements

PayPal clarifies that Seller Protection applies if all requirement for Seller protection are met, especially that Seller can provide a valid proof of shipment. Sec. 1 will read as follows:

"1. Protection against payment reversal. PayPal protects a Seller against a payment reversal resulting from:

1. A chargeback or reversal of payment directly related to a claim of "Unauthorised Payment"; or
2. A chargeback or reversal of a payment for reason of "Item Not Received",

where PayPal receives from you proof that the item was posted in accordance with the requirements set forth in Section 6 below, subject to the further provision of this PayPal Seller Protection Policy (including, without limitation, the Eligibility Requirements at Section 5)."

2. Extension of Seller Protection to sale of articles off-eBay

PayPal now offers Seller Protection also in case of sale of articles off eBay. Sec. 2 now reads as follows:

"2. Which payments are protected? All PayPal payments received from buyers for an eligible item purchased with PayPal as accepted payment. "

3. Seller liability in cases of Buyer Protection

PayPal clarifies that Sellers may be liable if a case is covered by PayPal Buyer Protection and decided in the Buyer's favor. Sec. 4 reads as follows:

"4. What happens in case of a claim for Item not received, Item significantly not as described, chargeback or reversal? PayPal will place a temporary hold on the funds received in your PayPal account in the event a buyer files a claim under the PayPal Buyer Protection Policy. Your ability to withdraw or use the disputed funds is restricted during this time.

If PayPal decides in the buyer's favour, the seller will be liable to PayPal. This includes, without limitation, where a buyer with a registered PayPal account outside of Switzerland files a claim that is covered under the applicable PayPal Buyer Protection Policy of the Buyer's place of registration. Please note that in this case the Seller's liability may extend, without limitation, to any purchase that was made via classified listings."

4. Shipping requirements for Seller Protection

PayPal clarifies that the Seller has to ship the item within 7 days unless in the case of sales of pre-ordered goods or made-to-order goods the eBay item listing provides for another timeframe. Section 7 will read as follows:

"7. Additional requirements in case of Item Not Received. To be covered by seller protection in case of Item Not Received, You, the seller, must ship the item within 7 calendar days of receipt of payment in your PayPal account. This does not apply to pre-ordered or made-to-order goods that are sold on eBay where shipment is required within the timeframe specified in the eBay item listing."

• IV. Amendment of Fees Policy

1. Amendment of Personal Transactions fees

PayPal clarifies that Senders may in most cases decide who pays fees in connection with personal payments and adjusts fees for personal payments involving Brazil, Hong Kong, Singapore and Taiwan. Section "Personal Transactions" reads as follows:

"Personal Transactions

The amount of the fee for any personal transaction will be shown at the time of payment. In most cases, the sender decides who pays the fee. In some cases, the sender will not be able to decide and the sender or the recipient will be required to pay the fee when accepting the payment. When sending a Mobile Payment, the sender cannot decide whether they or the recipient will pay the respective fee but the recipient will have to pay the respective fee when accepting the payment. If you send a personal transaction payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of the personal transaction payment will pay the personal transaction fee. This will be disclosed to you by the third party.

Please note that you cannot send money for a PayPal personal payment with the exception of Mobile Payments from some countries, including Germany, India or China and that Indian registered Accounts may neither send nor receive personal payments. This means that you cannot send personal payments to Indian registered Accounts.

Domestic personal transactions

	Funding Source: entirely funded by PayPal balance or bank account	Funding Source: entirely or partially funded by debit card or credit card
Sending / Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

Cross-border personal transactions

	Funding Source: entirely funded by PayPal balance or bank account	Funding Source: entirely or partially funded by debit card or credit card
Sending / Receiving	This fee is based on the country of the recipient. Recipient's Country: Australia: 1% Brazil: 1% Canada: 1% China: 0.5% Germany: 2% Hong Kong: 0.5% Singapore: 0.5% Taiwan: 0.5% U.S.: 1% Elsewhere: 0.5%	This fee is based on the country of the recipient. Recipient's Country: Australia: 3.4% + Fixed Fee Brazil: 4.9% + Fixed Fee Canada: 3.9% + Fixed Fee China: 3.9% + Fixed Fee Germany: 3.9% + Fixed Fee Hong Kong: 3.49% + Fixed Fee Singapore: 3.49% + Fixed Fee Taiwan: 3.49% + Fixed Fee U.S.: 3.9% + Fixed Fee Elsewhere: 3.9% + Fixed Fee

Fixed Fee (based on currency received)

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

Argentine Peso:	2.00 ARS
Australian Dollar:	\$0.30 AUD
Brazilian Real:	0.40 BRL
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 M\$N
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
Taiwan New Dollar:	10.00 TWD
U.K. Pounds Sterling:	£0.20 GBP
U.S. Dollar:	\$0.30 USD

• V. Amendment of the Commercial Entity Agreements (CEA)

PayPal is required to effect the conclusion of commercial entity agreements between merchants that qualify as “commercial entities” under the Association Rules of certain credit cards and members of the credit card associations and credit card processors. These agreements are entered into following a merchant generating a transaction volume exceeding USD 100,000.

PayPal updates the provisions of such agreements to reflect that (i) HSBC Merchant Services LLP is the current processor for the HSBC group and is involved in the credit card processing (ii) local law may provide for different surcharging rules than the CEA agreements.

CARD PROCESSING AGREEMENT HSBC AND AFFILIATES

The following terms pertain to card transactions used to fund a PayPal Account, which in turn can be used to pay the Merchant. Card transactions by the Merchant that do not fund a PayPal Account are not affected by the terms below.

This Commercial Entity User Agreement for Credit Card Processing Services (“Commercial Entity Agreement” or “CEA”) is provided to all PayPal Users that meet the definition of “Commercial Entities” or the equivalent under Association Rules (defined below) and that open and use a Premier or Business Account (such use of such accounts collectively termed the “Premier/Business Service”). (Each such entity or person receiving this document is hereby referred to as “Merchant”). This CEA constitutes Merchant’s separate legally binding contract for credit card processing between (1) Merchant, as a Commercial Entity; (2) Member (which is HSBC Bank plc); and (3) HSBC Merchant Services LLP (“Processor”). The CEA is also for the benefit of any of the HSBC group of companies other than the Member that provide access to a Bank Identification Number (“BIN”) for MasterCard and Visa transactions acquired for the Merchant (“HSBC Company”), to the extent that the CEA relates to use of that BIN. Member or Processor may terminate its provision of credit card processing services and enforce or rely on any term or provision of the Merchant’s PayPal User Agreement (“PUA”), all of which Member or Processor considers relevant are incorporated in this CEA by reference. In this CEA “we”, “us” and “our” refer to Member and Processor together unless, for the purpose of Association Rules or membership, it must mean Member alone. For the avoidance of doubt, Processor is not a subsidiary or affiliate or member of the HSBC Group. For the purposes of this CEA and the performance of it by the Processor: (i) the Processor is the exclusive agent of Member; (ii) Member is responsible for the Processor performance of the CEA; (iii) Member must approve, in advance, any fee payable by, or obligation of, the Merchant under the CEA; and (iv) the Processor may not have access, directly or indirectly, to any account for funds or funds due to a Merchant and/or funds withheld from a Merchant for chargebacks arising from, or related to, performance of this CEA.

Any reference to the PUA shall mean the PayPal User Agreement made between Merchant and PayPal.

By accepting the Commercial Entity Agreement, Merchant agrees to the terms and conditions of this CEA and any documents incorporated by reference. Merchant further agrees that this CEA forms a legally binding contract between Merchant, Processor and Member. Any rights not expressly granted herein are reserved by Member and Processor. Descriptions of material amendments to this CEA will be provided as applicable. Any capitalised terms used in this CEA and not otherwise defined shall have the meanings set forth in the PUA.

1. Association Rules

- **Deposit Transactions.** Merchant agrees that it shall only submit card transactions that directly

results from bona fide cardholder transactions with that Merchant. Merchant agrees that it will not submit a transaction until Merchant: (i) obtains an authorisation, (ii) completes the transaction, and either: (iii) ships or provides goods, (iv) performs the purchased service, or (v) obtains the cardholder's consent for a recurring transaction.

- **Anti Money Laundering.** Merchant agrees that it shall not submit a transaction that does not result from a purchase of goods or services between the cardholder and Merchant.
- **Split Transactions.** Split sales transactions are not allowed. Specifically, Merchant agrees that it will not use two or more sales transaction receipts for a single transaction to avoid or circumvent authorisation limits, or monitoring programs.
- **Minimum or Maximum.** Merchant agrees that it shall not set minimum or maximum transaction amounts as a condition of honouring Visa and MasterCard cards.
- **Surcharges.** Merchant agrees that it will not impose surcharges on debit card transactions. Subject to any express variations by local law.
- **Visa and MasterCard Marks.** Merchant is authorised to use the Visa and MasterCard logos or marks only on Merchant's promotional materials and website to indicate that Visa and MasterCard cards are accepted as payment for the business goods and services. Merchant agrees that it shall not use the logos and marks either directly or indirectly, to imply that Visa or MasterCard endorses Merchant's goods or services; nor may Merchant refer to Visa or MasterCard when stating eligibility requirements for purchasing its products, services, or memberships.
- **Credit Vouchers.** Credit vouchers may not be submitted for non-credit transactions. Merchant agrees that it shall not: (i) accept a payment from a card holder for the purpose of depositing funds to the cardholder's account, or (ii) process a credit transaction without having completed a previous debit transaction with the same cardholder.
- **Cash Disbursements.** Merchant agrees that if it sells travellers cheques or foreign currency that Disbursements shall be limited to the value of cheques, Visa TravelMoney, or currency sold in a single transaction, plus any applicable commissions. Merchant agrees that under no circumstances shall a Visa or MasterCard transaction represent collection of a dishonoured cheque.
- **Authorisation Requirements.** Merchant agrees to obtain an authorisation for all transaction amounts.
- **Discrimination.** Merchant agrees that it shall not engage in any acceptance practice that discriminates against or discourages the use of Visa or MasterCard in favour of any other acceptance brand.
- **Present Transactions within 30 Business Days.** Merchant agrees that a debit transaction shall not be presented until after the goods are shipped, or services provided, unless, at the time of the transaction, the cardholder agrees to a properly disclosed delayed delivery of the goods or services. Merchant agrees that when it receives authorisation for delayed presentment, the words "Delayed Presentment" or something substantially similar must be disclosed to the cardholder.
- **Fraudulent or Unauthorised Use of Account Information Prohibited.** Merchant agrees that it shall not request or use Visa or MasterCard account number information for any purpose that it knows or should have known to be fraudulent or in violation of Visa and MasterCard standards, Association Rules, the PUA, or this CEA, or for any purpose that the cardholder did not authorise.
- **Merchant Identification.** Merchant agrees to prominently and unequivocally inform the cardholder of the identity of the Merchant at all points of interaction so that the cardholder readily can identify the transaction.

2. Card Associations

Visa Europe Ltd, Visa U.S.A. Inc. and Visa International ("Visa") and MasterCard International Incorporated ("MasterCard") (the "Associations") have developed rules and regulations (the "Association Rules") that govern their member banks and merchants in the procedures, responsibilities and allocation of risk for payments made through the Associations. By accepting this CEA, Merchant is agreeing to comply with all such Association Rules.

3. Merchant's Refund Policy must be on Merchant's Website.

If Merchant limits refund/exchange terms or other specific conditions for Card sales, Merchant's POLICY MUST BE CLEARLY PROVIDED TO THE CARDHOLDER PRIOR TO THE SALE AND AS PART OF YOUR SALE CONFIRMATION PROCESS. PROPER DISCLOSURE WOULD INCLUDE WORDING THAT IS PROMINANTLY DISPLAYED AND STATES "NO REFUND, EXCHANGE ONLY", OR SOMETHING SUBSTANTIALLY SIMILAR AND INCLUDES ANY SPECIAL TERMS. NOTE: QUALIFYING YOUR REFUND OR EXCHANGE TERMS DOES NOT COMPLETELY ELIMINATE YOUR liability for a refund because consumer protection laws and Association Rules frequently allow the cardholder to still dispute these items. In particular, by implementing Directive 97/7/EC many European Union member states will have distance selling regulations which allow a consumer to cancel its contract with the Merchant within a defined period and receive a refund.

4. **Term and Termination.** This CEA is effective upon the date Merchant accepts the terms and conditions set out herein and continues so long as Merchant uses the PayPal Service ("Services") or until terminated by Merchant, Processor or Member, provided that those terms which by their nature are intended to survive termination (including without limitation, indemnification and chargeback obligations and limitations of liability) shall so survive termination. This CEA may be terminated by Member or Processor at any time based on a breach of any of Merchant's obligations hereunder or for any other reason that Member or Processor deem exceptional.

This CEA will terminate automatically upon any termination of Merchant's PUA

5. **Indemnification.** Merchant agrees to indemnify, defend, and hold Member and Processor harmless from and against all losses, liabilities, damages and expenses (including legal fees and collection costs) which the Member, Processor and/or their affiliates or agents may suffer or incur arising from any breach of any warranty, covenant or misrepresentation by Merchant under this CEA, or arising as a result of any tortious conduct by Merchant or Merchant's employees or agents, in connection with Card transactions or otherwise arising from Merchant's provision of goods and services to cardholders or from any contravention of any legal requirements.

6. **Arbitration.** Any dispute with respect to this CEA between Merchant, Processor and/or Member, including a dispute as to the validity or existence of this CEA and/or this clause, shall be resolved by arbitration in London, England, conducted in English by a single arbitrator in accordance with the ICC Rules. The parties agree to waive any right of appeal against the arbitration award. In the event of a failure by the parties to agree on the sole arbitrator within 30 days of one party calling upon the other to do so, one shall be appointed by the ICC.
7. **Assignment/Amendments.** This CEA may not be assigned by Merchant without the prior written consent of Member and Processor. Member may assign their rights under this CEA without Merchant's consent and subject to the Association Rules. The Processor may not subcontract, sublicense, assign, license, franchise, or in any manner extend or transfer to any third party, any right or obligation of the Processor set forth in the CEA.

This CEA may be amended by Member as provided under the PUA, and otherwise shall not be modified in any respect without the express written agreement of the Member.
8. **Warranty Disclaimer.** This CEA is a service agreement. We disclaim all representations or warranties, express or implied, made to merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.
9. **Limitation of Liability.** Notwithstanding anything in this CEA to the contrary, in no event shall the parties hereunder, or their affiliates or any of their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall we be liable or responsible for any delays or errors in our performance of the services caused by our service providers or other parties or events outside of our reasonable control, including PayPal. Notwithstanding anything in this CEA to the contrary, the parties' cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this CEA) and regardless of the form of action or legal theory and whether or not arising in contract or tort (excluding negligence and wilful misconduct) shall not exceed the total volume of all transactions, expressed as a U.S. dollar amount, processed under this CEA. Nothing in this CEA shall exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.
10. **Enforceability.** No term of this CEA shall be enforceable by a third party (other than the HSBC Companies) and in particular a person who is not a party to this CEA has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy any of the benefits of this CEA (being a person other than the parties, the HSBC Companies and their permitted successors and assignees).
11. **Governing Law.** Governing law with respect to this CEA shall be the laws of England and Wales. Each party hereby submits to the non-exclusive jurisdiction of the courts of England and Wales.
12. **Waiver.** The failure of a party to assert any of its rights under this CEA, including, but not limited to, the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.
13. **Relationship between the Parties; No Partnership or Agency, Independent Contractors.** No agency, partnership, joint venture or employment relationship is created between Merchant, Processor and/or Member by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Nothing in this CEA will be construed to constitute either party as the agent for the other for any purpose whatsoever. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.
14. **No Illegal Use of Services.** Merchant will not access and/or utilise the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.
15. **Severability.** Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.

CARD PROCESSING AGREEMENT NWB AND AFFILIATES

(Version date: 17 June 2010)

This Commercial Entity User Agreement for PayPal Payment Card Funded Processing Services ("Commercial Entity Agreement" or "CEA") is provided to all PayPal Users that are Commercial Entities (as defined by Visa Europe, Visa Inc, Visa International, MasterCard Worldwide, UK Maestro, Solo and/or International Maestro (together the "Associations")) and open a Premier or Business Account (such use of such accounts collectively termed the "Premier/Business Service"). Each such PayPal User is hereby referred to as "Merchant" and may be referred to herein as "you" and/or "your". This CEA constitutes your separate legally binding contract for credit and debit card processing for PayPal transactions between you and National Westminster Bank PLC and its Affiliate(s) (collectively, the "Bank"). For the purpose of this CEA, "Affiliate(s)" shall mean the financial institution(s) domiciled in the same Association region as you are domiciled in for Association purposes and which Bank has formed a relationship with in accordance with Association requirements to allow the processing of card transactions the identity of which you can obtain on contacting PayPal. In accordance with the provisions of this CEA, the Bank may terminate its provision of credit and debit card processing services and enforce any of the provisions of Merchant's PayPal Payment Processing Agreement (also known as the PayPal User Agreement) ("PPA"), agreed by and between Merchant and PayPal. In this CEA "we", "us" and "our" refer to Bank.

Merchant agrees to the terms and conditions of this CEA. Merchant further agrees that this CEA forms a legally binding contract between Merchant and Bank. This Commercial Entity Agreement may be amended at

anytime by us via PayPal posting a revised version of the CEA on the PayPal website(s). The revised version will be effective at the time PayPal posts it. If we propose to change this CEA in a substantial manner, we will provide you with at least 30 days' prior notice of such a change by posting notice on the "Policy Updates" page of PayPal's web site(s). After this 30 days' notice, you will be considered as having expressly consented to all amendments to the CEA. If you disagree with those proposed amendments, you may close your account before the expiry of such 30 day period in accordance with the terms of the PPA and this CEA will terminate on the closure of your account. For the purpose of the CEA a change to this CEA will be considered to be made in a "substantial manner" if the change involves a reduction to your rights or increases your responsibilities.

1. Purpose of this CEA.

When your customers pay you through PayPal, they have the option of paying you through a funding source offered on the PayPal website including a card funded payment. In most instances, you will not know the funding source that your customer selected. Since you may be the recipient of a card funded payment, the Associations require that you enter into a direct contractual relationship with a bank who is a member of the Associations. By entering into this CEA you are fulfilling such Association requirement and you are agreeing to comply with Association rules as they pertain to payments you receive through the PayPal service.

2. Association Rules.

- **Deposit Transactions.** Merchant agrees that it shall only accept payments through PayPal Processing Services for bona fide transactions between the Merchant and its customer for the sale of goods or services. Merchant shall not submit a transaction for the refinance or transfer of an existing obligation that was uncollectible. Merchant acknowledges that for Visa and MasterCard payments, PayPal shall obtain an authorization for transaction amounts prior to completing the transaction.
 - **Split Transactions.** Merchant agrees to submit a single transaction for the full amount of each sale. Except, however in an instance where the Merchant and cardholder agree on a partial shipment of product, or where the transaction qualifies for delayed delivery or special order deposits (such as partial shipments based on inventory on hand), a sale may be split into multiple transactions.
 - **Minimum or Maximum/Surcharges.** Merchant agrees that it shall not set minimum or maximum transaction amounts or impose surcharges as a condition of honoring Visa and MasterCard cards, unless otherwise permitted in the particular jurisdiction of a transaction.
 - **Visa and MasterCard Marks.** Merchant is authorized to use the Visa and MasterCard logos or marks only on Merchant's promotional materials and website to indicate that Visa and MasterCard cards are accepted as funding sources for PayPal transactions.
 - **Credit Vouchers.** Credit vouchers may only be submitted for the purpose of refunding a prior transaction from the same card.
 - **Cash Disbursements.** Merchant agrees that if it sells travelers cheques or foreign currency that disbursements shall be limited to the value of cheques, Visa TravelMoney, or currency sold in a single transaction, plus any applicable commissions.
 - **Discrimination.** Merchant agrees that it shall not engage in any acceptance practice that discriminates against or discourages the use of Visa or MasterCard in favor of any other card brand.
 - **Access to Cardholder Data.** Merchant acknowledges that it does not have access to Cardholder Data (defined as the cardholder's account number, expiration date, and CW2) and will not request access to Cardholder Data from either PayPal or the cardholder. In the event that Merchant receives Cardholder Data in connection with the PayPal Processing Services provided under this Agreement, Merchant agrees that it will not use the Cardholder Data for any purpose that it knows or should know to be fraudulent or in violation of any Association Rules. Merchant also agrees that it will not sell, purchase, provide or exchange in any manner or disclose Cardholder Data to anyone other than its acquirer, Visa or MasterCard (as applicable) or in response to a government request. In the event that Merchant receives Cardholder Data, it will promptly notify Bank and PayPal of such.
 - **Merchant Identification.** Merchant agrees to prominently and unequivocally inform the cardholder of the identity of the Merchant at all points of interaction.
 - **Chargebacks.** Merchant shall use all reasonable methods to resolve disputes with the cardholder. Should a chargeback dispute occur, Merchant shall promptly comply with all requests for information from PayPal. Merchant shall not attempt to recharge a cardholder for an item that has been charged back to the cardholder, unless the cardholder has authorized such actions.
3. **Merchant's Refund Policy must be on Merchant's Website.** If Merchant limits refund/exchange terms or other specific conditions for Card sales, Merchant's policy must be clearly provided to the cardholder prior to the sale and Merchant must conform with all applicable laws and the Association Rules.
4. **Term and Termination.** This CEA is effective upon the date Merchant agrees to the CEA and continues so long as the PPA remains in force between Merchant and PayPal but shall automatically terminate without notice on termination of such PPA for any reason, provided that those terms which by their nature are intended to survive termination (including without limitation, indemnification obligations and limitations of liability) shall survive. This CEA may be terminated by Bank at any time based on a breach of any of Merchant's obligations under this CEA or the PPA, or by Merchant based on a breach of any of Bank's obligations under this CEA, or by the Bank based on the termination of the acquiring services agreement entered into between PayPal (or its applicable group company) and Bank as notified to the Merchant.
5. **Indemnification.** Merchant agrees to indemnify and hold Bank harmless from and against all losses, liabilities, damages and expense: (a) resulting from any breach of any warranty, covenant or agreement or any misrepresentation by Merchant under this CEA; (b) arising out of Merchant's or its employees' negligence or willful misconduct, (c) arising in connection with Card transactions or otherwise arising from Merchant's provision of goods and services to Cardholders or customers; (d) arising out of Merchant's use of the PayPal Service; or (e) resulting from any Fines or arising out of any third party indemnifications Bank is obligated to make as a result of Merchant's actions (including indemnification of any Association or Issuing Bank).

6. **Assignment/Amendments.** This CEA may not be assigned by Merchant without the prior written consent of Bank. Bank may assign its rights under this CEA without Merchant's consent.
7. **Warranty Disclaimer.** This CEA is a service agreement. Bank disclaims all representations or warranties, express or implied, made to Merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.
8. **Limitation of Liability.** Notwithstanding anything in this CEA to the contrary, in no event shall Bank, or its Affiliate(s) or any of its directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether Bank has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall Bank be liable or responsible for any delays or errors in its performance of the services caused by our service providers or other parties or events outside of Bank's reasonable control, including PayPal. Notwithstanding anything in this CEA to the contrary, Bank's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this CEA and regardless of the form of action or legal theory and whether or not arising in contract or tort (including negligence shall not exceed the total volume of all transactions, expressed as a U.S. dollar amount processed by the Merchant under this CEA via PayPal. Nothing in this CEA shall exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.
9. **Waiver.** The failure of a party to assert any of its rights under this CEA including, but not limited to, the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.
10. **Relationship between the Parties.** No agency, partnership, joint venture or employment relationship is created between Merchant and Bank by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Nothing in this CEA will be construed to constitute either party as the agent for the other for any purpose whatsoever. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.
11. **No Illegal Use of Services.** Merchant will not access and/or utilize the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.
12. **Severability.** Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.
13. **Governing Law.** This CEA (and the relationships referred to or contemplated by it) shall be governed and construed in accordance with the laws as set out as the governing laws of the PPA which the Merchant has agreed to.

Amendments to the PayPal Fees, Seller Protection, Buyer Protection, and Acceptable Use Policies

Effective Date: Oct 14, 2009

 [Print](#)

• Amendment to the Fees Policy

We have added new fees for personal payments as set out below.

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 "request money" using PayPal. A **personal transaction** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to and receiving money into your PayPal account from friends and family.

A **domestic transaction** is a transaction where both the sender and receiver register with PayPal with the same country of residence. A **cross-border transaction** occurs when the sender or receiver are registered with different countries of residence.

The fees set out below are for Personal Transactions applicable to customers of PayPal Private Limited. Fees for customers registered with other PayPal companies are set forth in the respective fees policy.

Personal Transactions

The amount of the fee for any personal transaction will be shown at the time of payment. This fee can be paid by either the sender or the recipient. The sender decides who pays.

Domestic personal transactions

	Funding Source: entirely funded by PayPal balance or bank account	Funding Source: entirely or partially funded by debit card or credit card
Sending / Receiving (The sender decides who pays)	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

Cross-border personal transactions

	Funding Source: entirely funded by PayPal balance or bank account	Funding Source: entirely or partially funded by debit card or credit card

Sending / Receiving (The sender decides who pays)	This fee is based on the country of the recipient. Recipient's Country: Australia 1% Canada 1% China 0.5% 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 3.9% + 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 (Please note that you cannot send money for a personal transaction from some countries, including Germany.)																																				
Fixed Fee (based on currency received)	<p>The Fixed Fee is based on the currency received as follows:</p> <table border="1" data-bbox="512 483 842 1339"> <tr><td>Australian Dollar:</td><td>\$0.30 AUD</td></tr> <tr><td>Canadian Dollar:</td><td>\$0.30 CAD</td></tr> <tr><td>Czech Koruna:</td><td>10.00 CZK</td></tr> <tr><td>Danish Koruna:</td><td>2.60 DKK</td></tr> <tr><td>Euro:</td><td>€0.35 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>\$2.35 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>90 HUF</td></tr> <tr><td>Israeli Shekel:</td><td>1.20 ILS</td></tr> <tr><td>Japanese Yen:</td><td>¥40 JPY</td></tr> <tr><td>Mexican Peso:</td><td>4.00 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>\$0.45 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>2.80 NOK</td></tr> <tr><td>Polish Zlotych:</td><td>1.35 PLN</td></tr> <tr><td>Singapore Dollar:</td><td>\$0.50 SGD</td></tr> <tr><td>Swedish Krona:</td><td>3.25 SEK</td></tr> <tr><td>Swiss Franc:</td><td>0.55 CHF</td></tr> <tr><td>U.K. Pounds Sterling:</td><td>£0.20 GBP</td></tr> <tr><td>U.S. Dollar:</td><td>\$0.30 USD</td></tr> </table>		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
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																																					

Further we have added new currencies (Argentine Peso, Brazilian Real, Philippine Peso, Taiwan New Dollar and Thai Baht) and have updated the fee table accordingly.

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

- **Prohibited Activities**

Part 3 of this section is being amended to further highlight that you may not use the PayPal service for activities that relate to transactions that:

- are associated with purchases of real property; or
- are associated with the following Money Service Business Activities: the sale of traveller's cheques or money orders, currency exchanges or cheque cashing.

- **Activities Requiring Pre-Approval**

This section is being amended to clarify that PayPal requires pre-approval to accept payments for futures (forex).

- **Amendment to the PayPal Buyer Protection Policy CH**

We have editorially changed the Buyer Protection Policy. We further added that you may change the reason for your claim later on (e.g. if initially you did not receive an item but later on received one that was significantly not as described). Please contact our customer support if you want to change the reason for the claim.

- **Amendment to the PayPal Seller Protection CH**

We have added a Clause 6.3 which reads:

6.3 Transactions up to 40 CHF. Proof of shipment for seller protection may not be required if the payment amount does not exceed 40 CHF (25 EUR). PayPal waives the requirement of providing proof of shipment up to ten times within six months based on a calendar year.

Amendment to the PayPal Acceptable Use Policy

Effective Date: Jun 03, 2009



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

Beginning 3. June 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



- **PayPal expands Buyer Protection on eBay and introduces Seller Protection on eBay in Switzerland.**

Please note the following changes to our policies effective as of 3. June 2009

1. An amended PayPal Buyer Protection Policy CH
2. A new PayPal Seller Protection Policy CH

You may view this Policy Update by logging into your PayPal account at www.PayPal.ch.

Amendment to the User Agreement and Related Policies

Effective Date: Feb 11, 2009



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

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

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

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

Amendment to the PayPal Acceptable Use Policy

Effective Date: Nov 05, 2008



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

Beginning 5. November 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 User Agreement and Buyer Complaint Policy

Effective Date: Oct 25, 2007



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

The PayPal User agreement and the Buyer Complaint Policy and PayPal Buyer Protection program will be

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

Amendment to Section 2.8 of the PayPal User Agreement

Effective Date: Aug 23, 2007

 [Print](#)

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

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

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

Amendment to the Preapproved Payments Policy

Effective Date: May 03, 2007

 [Print](#)

- **Amendment to the Preapproved Payments Policy**

Beginning 3. May 2007, the PayPal Preapproved Payments Policy will be amended to set out the terms of PayPal's recurring billing functionality. In particular, the policy will be amended to set out the terms by which a buyer provides an advance authorisation to a merchant to allow that merchant to receive payments from the buyer's PayPal Account directly on a one-time, regular or sporadic basis in accordance with the buyer's agreement with the merchant. The name of the policy will be changed to PayPal Billing Agreement for Recurring Payments.

Amendment to the User Agreement and policies

Effective Date: Mar 08, 2007

 [Print](#)

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

Beginning 8. March 2007, PayPal will amend the terms of its User Agreement, Fees and Payments (sending, Receiving and Withdrawals) Policy to permit Personal Account Holders to accept up to five credit card payments for a fee. Credit Card Payments in excess of 5 must either be rejected, or users must upgrade their account to a Premier or Business account.

Amendment to the PayPal User Agreement

Effective Date: Jan 11, 2007

 [Print](#)

- **Amendment to the PayPal User Agreement**

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