

Past Policy Updates

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

Policy Updates

Last update: September 11, 2018

This page shall serve as advance information for PayPal Users with regards to important upcoming changes of PayPal Services, the PayPal User Agreement, and other policies (collectively, the “**Legal Agreements**”).

Please read this document carefully. PayPal will change the Legal Agreements with effect to **December 11, 2018**.

You do not need to do anything to accept the changes as they will automatically come into effect on **December 11, 2018**.

Should you decide you do not wish to accept the changes, you can notify us prior to December 11, 2018 to close your account (https://www.paypal.com/ch/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

All changes and updates to the Legal Agreements are on this page highlighted in *italic*. This highlighting shall ensure better traceability of the changes and updates applied.

Amendments made for linguistic adjustment, to correct or remove orthographical and grammatical mistakes, or changes to the formatting are not highlighted. This does also apply where we have corrected or standardized numbering and references.

Updates to the PayPal User Agreement

We have made the following amendments to our PayPal User Agreement:

5.2. Currency Conversion

We have amended the wording in clause 5.2. and are now – hopefully more clearly than before – referring to a "transaction exchange rate":

5.2. Currency Conversion

Where a currency conversion is required, it will be completed at the transaction exchange rate we set for the relevant currency exchange.

The transaction exchange rate is adjusted regularly and includes a Currency Conversion Fee applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The based base exchange rate is set on the basis of rates within the wholesale currency markets, or if required by law or regulation, at the relevant government reference rate(s), in each case on the conversion date or the prior business day.

The transaction exchange rate applied to your conversion may be applied immediately and without notice to you. .

The “Currency Converter” tool can be accessed through your PayPal Account and used to see what *transaction* exchange rates apply for certain currency exchanges at the time you use the tool.

Where a currency conversion is offered by PayPal to you when you make your transaction (e.g. at the point of sale), you will be shown the transaction exchange rate that will be applied to the transaction before you proceed with your Authorization of the payment transaction. By proceeding with your Authorization of the payment transaction you are agreeing to the currency conversion on the basis of the transaction exchange shown.

Where your payment is funded by Bank or Credit Card and involves a currency conversion by PayPal, by entering into this Agreement you consent to and authorize PayPal to convert the currency in place of your Bank or Credit card issuer.

Depending on the type of Funding Source used for your payment you may opt out of a currency conversion by PayPal before you complete your payment during checkout, in which case PayPal has no liability to you for your use of other currency conversion options.

Where a currency conversion is offered at the point of sale by the Merchant, not by PayPal, and you choose to Authorize 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 User Agreement you consent to and Authorize PayPal to convert the currency in place of your credit card issuer.

Where transactions are funded with direct debit, we will, unless we have a special agreement with you, always debit your bank account in euros (EUR) and, if required for the transaction, offer a currency conversion.

If you receive a payment in a currency other than the primary currency of your PayPal Account from anyone who doesn't have a PayPal Account, the payment amount will be converted into the primary currency of your PayPal Account by PayPal for you at the time the payment is made, in accordance with this clause 5.2. (except where otherwise agreed by PayPal) and you agree to bear the Currency Conversion Fee of the Fees Policy (which is included in the transaction exchange rate you pay), before any other transaction fees apply.

Policy Updates

Last update: May 31, 2018

This page shall serve as advance information for PayPal Users with regards to important upcoming changes of PayPal Services, the PayPal User Agreement, and other policies (collectively, the “**Legal Agreements**”).

Please read this document carefully. PayPal will change the Legal Agreements with effect to **August 31, 2018**.

You do not need to do anything to accept the changes as they will automatically come into effect on **August 31, 2018**.

Should you decide you do not wish to accept the changes, you can notify us prior to August 31, 2018 to close your account (https://www.paypal.com/ch/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

All changes and updates to the Legal Agreements are on this page highlighted in *italic*. This highlighting shall ensure better traceability of the changes and updates applied.

Amendments made for linguistic adjustment, to correct or remove orthographical and grammatical mistakes, or changes to the formatting are not highlighted. This does also apply where we have corrected or standardized numbering and references.

Updates to the User Agreement for paypal service

We are making the following updates to the User Agreement:

4.6. How to Withdraw/Redeem E-Money

In clause 4.6., we have amended the wording to read as follows:

You may withdraw funds by electronically transferring them to your Swiss bank account. Withdrawing E-Money from your PayPal Account to your bank account is equal to redeeming E-Money into Swiss francs (CHF).

If you withdraw

- 1. a Balance held in a currency other than the original opening currency of your PayPal Account, or*
- 2. to a bank account held in a currency other than the original opening currency of your PayPal Account*

you will be charged a Currency Conversion Fee to convert it to your primary currency Balance.

The original opening currency of your Account is Swiss francs (CHF).

Updates to the fees policy

In the Fees Policy, we have applied the following changes:

1.4. Country Groups

The definitions and list of Country Groups has been moved from previously being clause 2.2.2. to now being clause 1.4..

4.1. Currency Conversion Fee

We have adjusted the Currency Conversion Fees for the currencies of Canadian dollars (CAD) and US dollars (USD), both from previously being 3.00% to now being 3.50%.

Updates to the PayPal Acceptable Use Policy

We are clarifying the provision of the Acceptable Use Policy related to hate, violence, racial intolerance and the financial exploitation of a crime, and we have amended the provision to read as follows:

[...]

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) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial *or other forms of intolerance that is discriminatory*, or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) certain sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law;

[...]

The rest of the Acceptable Use Policy remains unchanged.

Policy Updates

Last Update: March 1, 2018

This page shall serve as advance information for PayPal Users with regards to important upcoming changes of PayPal Services, the PayPal User Agreement, and other policies (collectively “**Legal Agreements**”). On this page you will see announcements of upcoming updates of the Policies. Under “Previous Policy Updates” you will find previous changes.

Please read this document carefully. PayPal will change the Legal Agreements with effect to **May 25, 2018**.

You do not need to do anything to accept the changes as they will automatically come into effect on **May 25, 2018**.

Should you decide you do not wish to accept the changes you can notify us prior to May 25, 2018 to close your account (https://www.paypal.com/ch/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

All changes and updates to the Legal Agreements are on this page highlighted in *italic*. This highlighting shall ensure better traceability of the changes and updates applied.

Amendments made for linguistic adjustment, to correct or remove orthographical and grammatical mistakes, or changes to the formatting are not highlighted. This does also apply where we have corrected or standardized numbering and references.

Updates to the PayPal User Agreement

Throughout the document, we are now using the new terminology *Statement of Privacy Practices* where we previously referred to the "Privacy Policy".

In Section 1., we have corrected a technical glitch that resulted in clause 1.3. having been displayed twice as two independent clauses, which of course it wasn't – the subsequent numbering in Section 1. has been adjusted accordingly.

3.1.2. Default Funding Source

In clause 3.1.2. and throughout the User Agreement, we have replaced the previous defined term "Payment Method" with the new term *Funding Source* for clarification.

3.1.6. Pre-approved Payments

In clause 3.1.6. we have changed the wording completely:

By providing an advance Authorization for Pre-approved Payments, you:

- *Give the third party the ability to collect or reverse fixed or variable amount payments from your Account on a one-time basis, or on a (sporadically or periodically) recurring basis (as further specified in the applicable billing agreement – the document that you agree to when giving the Authorization) until you cancel your Authorization or underlying arrangement with the applicable third party; and*
- *Hereby authorize and instruct PayPal to pay the third party (or another person they direct) from your PayPal Account amounts you owe as presented to us by the third party. This makes the recipient a trusted beneficiary of all your payments made under that Authorization, so we will not ask you to log in or approve the payments when they are made. 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. You further acknowledge and agree that payments made under this provision are variable and may be made on various dates.*

If you use the PayPal Location Based Payments Functionality to make a Pre-approved Payment to another User (typically a merchant) who accepts payments through the PayPal Location Based Payments Functionality, you may Authorize that User by selecting the User in the PayPal Location Based Payments Functionality. When you Authorize such a User, we may restrict the total amount that the Authorized User can request from your Account within a specific time period, as we may determine at our own discretion.

If your Pre-approved Payment requires a currency conversion by us, the amount of the Currency Conversion Fee (per Schedule 1) will be determined at the time the applicable

third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of Pre-approved Payments being based on fluctuating exchange rates.

Prospective Payment Recipients acting under the above Authorizations who present us with a payment request under this provision hereby:

- Warrant to PayPal that the amounts they present have been agreed and consented to by the User whose PayPal Account will be deducted (including changes to those amounts) and that they will give prior notice of the deduction to the payer; and*
- Agree that they will notify the payer at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the payer could not have reasonably expected to pay such an amount, taking into account the payer's previous spending patterns and the circumstances of the payment and that they will be liable to PayPal for any refunds of such payment in accordance with the terms of this User Agreement.*

You agree that you cannot request a refund from PayPal for a Pre-approved Payment unless:

3.1.6.1. The Authorization did not specify the exact amount of the payment transaction when the Authorization was given and the applicable amount exceeded the amount you could have reasonably been expected to pay, taking into account your previous spending patterns and the circumstances of the case;

and

3.1.6.2. Your consent to the making of the third party initiated payment was not given;

or

3.1.6.3. The information relating to the third party initiated payment was not provided or made available to you for at least 4 weeks before the date the payment transaction was made to the merchant;

and

3.1.6.4. You notify us of the request within 8 weeks from the date the payment was made;

and

3.1.6.5. You comply with our requests to obtain information which we reasonably require to review the circumstances of the case. We reserve the right to request further information as is reasonably necessary to ascertain whether the above conditions have been satisfied and to waive any or all of the above conditions.

3.1.9. Sending E-Money in Different Currencies

In clause 3.1.9., we have followed the example of Germany and Austria and now display available currencies and their respective ISO-codes in a table.

Further, we have amended the existing wording as follows:

3.1.9. Sending E-Money in Different Currencies

You may send E-Money in the following currencies:

<i>Currency</i>	<i>ISO-4217-Code</i>
<i>Australian dollars</i>	<i>AUD</i>
<i>Brazilian real</i>	<i>BRL</i>
<i>British pound sterling</i>	<i>GBP</i>
<i>Danish krone</i>	<i>DKK</i>
<i>Euro</i>	<i>EUR</i>
<i>Hong Kong dollar</i>	<i>HKD</i>
<i>Israeli new shekel</i>	<i>ILS</i>
<i>Japanese yen</i>	<i>JPY</i>
<i>Canadian dollar</i>	<i>CAD</i>
<i>Malaysian ringgit</i>	<i>MYR</i>
<i>Mexican peso</i>	<i>MXN</i>
<i>New Taiwan dollar</i>	<i>TWD</i>
<i>New Zealand dollar</i>	<i>NDZ</i>
<i>Norwegian krone</i>	<i>NOK</i>
<i>Polish zloty</i>	<i>PLN</i>
<i>Russian ruble</i>	<i>RUB</i>
<i>Swedish krona</i>	<i>SEK</i>
<i>Swiss franc</i>	<i>CHF</i>
<i>Singapore dollar</i>	<i>SGD</i>
<i>Thai baht</i>	<i>THB</i>
<i>Czech koruna</i>	<i>CZK</i>
<i>Hungarian forint</i>	<i>HUF</i>
<i>US dollar</i>	<i>USD</i>

There may be some restrictions with regard to where you can send certain currencies. When you send E-Money for someone to receive a currency that is different than the primary currency of your PayPal Account, we follow these practices:

3.1.9.1. *If you have an existing Balance in the receiving currency, we will send your payment from your Balance;*

3.1.9.2. If you have a Balance in a *currency different than the receiving currency*, we will perform a currency conversion (pursuant to clause 5.2.) and use the converted Balance to *send your payment*;

3.1.9.3. If you do not have any Balance, we *automatically obtain Balance in the primary currency of your PayPal Account from the relevant Funding Source pursuant to Section 3. to cover your Payment Order (and any Fees you owe us). When you pay us, your Funding Source provider may apply (and may charge you for) any required currency conversion. We will then perform a currency conversion (pursuant to clause 5.2.) from the primary currency of your PayPal Account and send your payment (and collect Fees that are payable in the currency in which the payment is received by the recipient) from the converted Balance.*

3.2.5. Your Refund Policy, Data Protection, Privacy Policy and Security

We have added a new clause 3.2.5. which applies to merchants:

3.2.5. Your Refund Policy, Data Protection, Privacy Policy and Security

We recommend that if you are selling goods or services you have a published return policy and a published privacy policy on your website.

Your privacy policy must clearly and expressly indicate that all PayPal transactions are subject to the PayPal Statement of Privacy Practices. You must employ reasonable administrative, technical and physical measures to maintain the security and confidentiality of any and all PayPal data and information, including data and information about PayPal users and PayPal.

Compliance with Data Protection Laws. With regard to any personal data processed by either Party in connection with this Agreement, the Parties will respectively each be a controller in respect of such processing. Each Party agrees to comply with the requirements of the Data Protection Laws applicable to controllers in respect of the provision of the Company Services and otherwise in connection with this Agreement. For the avoidance of doubt, PayPal and the Merchant each have their own, independently determined privacy policies, notices and procedures for the personal data they hold and are each a data controller (and not joint data controllers).

In complying with the Data Protection Laws, you shall, without limitation:

- implement and maintain at all times all appropriate security measures in relation to the processing of personal data;*
- maintain a record of all processing activities carried out; and*
- not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws.*

In addition to our rights under clause 10.2., where we determine that there has been or that there is a reasonable likelihood of a security breach of your website or systems that could result in the unauthorized disclosure of customer information, we may take any other actions we deem necessary and/or require you to provide us with information related to any such breach.

Fees Policy

We have also applied amendments to the Fees Policy.

1. General

We have changed the way how we display and explain Commercial Transactions and Personal Transactions and some of the order in which information is displayed.

2. Personal Transactions

In Section 2. we have clarified that from now on, the sender will bear the fees for Personal Transactions.

2.1. Domestic Personal Transactions

Clause 2.1. has been amended to show that also Domestic Personal Transactions (partially) funded by Credit Card are free of charge as long as they are sent in Swiss francs (CHF):

<i>Activity</i>	<i><u>Fee for the portion of the payment amount sent from:</u> - <u>existing Balance; or</u> - <u>Balance automatically obtained for the payment from bank account.</u></i>	<i><u>Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all other Funding Sources.</u></i>
<i><u>Sending a Domestic Personal Transaction payment from your Balance</u></i>	<i>Free (when no currency conversion is involved)</i>	<i><u>Free when sent in Swiss francs (CHF); all other currencies: 3.40% plus Fixed Fee (charged in the currency in which your payment is received)</u></i>

2.2. Cross-Border Personal Transactions

In clause 2.2. we have amended and simplified system of fees for Cross-Border Personal Transactions as follows and the definition of Country Groups is now a sub-clause (2.2.2.) to this clause:

2.2.1. Fees for Cross-Border Personal Transactions

To determine the Fees for Cross-Border Personal Transactions:

Find the country in which the recipient's registered address is located (see clause 2.2.2. below for further reference or ask the recipient if you are not sure) (second column).

Then find the applicable Personal Transaction payment Fee (and, where applicable, the Additional Personal Transaction payment Fee) (thirds and fourth columns).

<i>Activity</i>	<i>Country Group of recipient's Account</i>	<i>Personal Transaction payment Fee</i>	<i>Additional Personal Transaction payment Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all Funding Sources other than bank account</i>
<i>Sending a Cross-Border Personal Transaction payment from your Balance</i>	<i>Northern Europe, North America, Europe I, Europe II</i>	<i>CHF 2.49</i>	<i>3.40% + Fixed Fee (charged in the currency in which your payment is received)</i>
	<i>LATAM, APAC, Rest of World</i>	<i>CHF 4.99</i>	

3. Commercial Transactions

Since Section 3. has been changed to become clause 2.2.2., the previous Section 4. Commercial Transaction is now Section 3. Commercial Transactions and the sub-numbering has of course been amended accordingly.

4. Additional Fees

Due to the change in numbering, the previous Section 5. Additional Fees is now Section 4. Additional Fees and the sub-numbering has also be changed accordingly.

5. Due Dates, Taxes, and Third-Party Fees

Due to the change in numbering, the previous Section 6. Due Dates, Taxes, and Third-Party Fees is now Section 5. Due Dates, Taxes, and Third-Party Fees and the sub-numbering has also be changed accordingly.

Updates to the Statement of Privacy Practices

Effective Date: **May 25, 2018**

You can find the amended PayPal Privacy Policy by clicking [here](#), or you may access it via the link provided at the top of the current Privacy Policy, which can be found by clicking the ‘Privacy’ footer on most PayPal site pages or clicking [here](#).

We updated our disclosure of privacy practices in an updated Privacy Policy and reworded some content to make our practices easier to understand. This updated Privacy Policy will replace our current Privacy Policy for PayPal Services and explains the personal data we collect, how we use it, and the choices and controls you have across our various services. The updated Privacy Policy brings PayPal privacy practices in line with the EU General Data Protection Regulation.

We encourage you to familiarise yourself with the updated Privacy Policy. If you object to the updated Privacy Policy, you may close your account before May 25, 2018.

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Please read this document carefully. PayPal will change the Legal Agreements with effect to **April 27, 2017**.

You do not need to do anything to accept the changes as they will automatically come into effect on **April 27, 2017**.

Should you decide you do not wish to accept the changes you can notify us April 26, 2017 to close your account (https://www.paypal.com/ch/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

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Amendments made for linguistic adjustment, to correct or remove orthographical and grammatical mistakes, or changes to the formatting are not highlighted.

Updates to the PayPal User Agreement

We have made the following amendments to the PayPal User Agreement:

1. Eligibility

In the first paragraph of Section 1 we have added the information that subject to an express prior agreement with us, more than one account may be opened:

You may sign up with PayPal in Switzerland if you are a resident of Switzerland or you are a company with a registered seat of business in Switzerland. In order to use the Service, you must register for a Premier or Business Account. *Unless expressly agreed otherwise with us*, Users may only hold one Premier or one Business Account.

2.2. PayPal is only a Payment Service Provider

In the first paragraph of clause 2.2., we have deleted the second sentence as in the meantime transactions between individuals (so called "P2P transaction") are possible.

3.1.3. Preferred Payment Method

We have amended the headline of this clause 3.1.3. and we have re-worded the provision as follows:

You can choose any of the Funding Sources in your PayPal Account as your Preferred Funding Source for obtaining E-Money in your Balance to cover a Payment Order, subject further to this User Agreement. PayPal may allow you to choose a Preferred Funding Source for certain future Payment Orders in your PayPal Account preferences of your PayPal Account from time to time. There may be times when your Preferred Funding Source cannot be used, depending on the nature of the Funding Source, the type of Payment Order it is used to fund or the recipient. For example (on a non-exhaustive basis):

1. *You select a credit card that has expired;*

2. *You have a pre-existing Balance available to cover the Payment Order instead, in which case PayPal may use your pre-existing Balance for the E-Money to cover your Payment Order before using your Preferred Funding Source.*

PayPal may disapply clause 3.1.3.c. and use your Preferred Funding Source to obtain E-Money to cover certain Payment Orders even if you have pre-existing Balance, subject further to this User Agreement.

5.2. Currency Conversion

In clause 5.2. we have clarified the wording around currency conversions and we have added the term "Base Rate" as follows:

*If a transaction involves a currency conversion by PayPal, it will be converted at the exchange rate we set for the relevant currency exchange. This is the "**Base Exchange Rate**".*

The Base Exchange Rate is based on rates available in the wholesale currency markets, or if required by law or regulation, at the relevant government reference rate(s), on the conversion date or the prior business day.

We then add a Currency Conversion Fee (as set out in clause A3.1.1. of Schedule 1 (Table of Fees)) to the Base Exchange Rate to form the final foreign exchange rate applied to your transaction. In some cases (see clauses 4.7. and 4.8.) this final foreign exchange rate may be applied immediately and without notice to you. .

The "Currency Converter" tool can be accessed through your PayPal Account and used to see what exchange rates (*with the Currency Conversion Fee already applied*) apply for certain currency exchanges at the time you use the tool.

10.3. Restricted Activities

In clause 10.3., we have added a new sub-clause 10.3.g.:

g. Use an anonymizing proxy, whether electronically, physically (e.g. using a P.O. box as your address) or otherwise;

Further, we have amended sub-clause 10.3.q. to reflect the fact that users may agree with us to open more than one PayPal account:

q. To hold multiple PayPal Accounts (other than one Private Account and one Business Account), unless you have expressly agreed otherwise with us;

14.5. Third Party Permissions

We have removed the old clause 14.5. as this has been a double of clause 2.5. due to a technical glitch.

Updates to the Fees Policy

We have restructured the Fees Policy and streamlined it with the corresponding regulations for Germany and Austria to reflect our unified approach to the German speaking market.

We have added new numbering, which hopefully helps to make the Fees Policy clearer to everyone.

Below we'll show you the provisions that have been amended regarding their content:

1.2. Domestic Transaction and Cross-Border Transactions

In clause 1.2. we have clarified the definitions of Domestic and Cross-Border Transactions:

A “**Domestic Transaction**“ is a transaction *in Swiss francs (CHF) from or to PayPal* where *the PayPal Accounts of both the sender and the receiver are registered in Switzerland.*

*Any other transaction is a “**Cross-Border Transaction**“*

1.3. Variable Fee and Fixed Fee

We have amended the definitions of Variable Fee and Fixed Fee and we have changed the way the Fixed Fee is displayed.

3. Country Groups

We have amended the way we display the Country Groups for Cross-Border Transaction and streamlined the Country Groups with the contractual agreements we enter into with our merchants.

4.4. Receiving Cross-Border Payments

In clause 4.4. we have clarified that the Variable Fee will be increased by the percentage points shown upon receipt of Cross-Border Transaction and we have increased this adjustment for the Country Group North America from +0.50 to +1.00 percentage points and for the Country Groups LATAM, APAC and Rest of World from +1.50 to +2.00 percentage points,

5.1. Currency Conversion Fee

In clause 5.1. we have introduced the defined term "Base Rate" that we've introduced in clause 5.2. of the PayPal User Agreement. Otherwise the provision has remained unchanged.

UPDATES TO THE COMMERCIAL ENTITY AGREEMENT

We have amended the Commercial Entity Agreement applicable to our merchants as well by applying editorial changes to the second part of the Commercial Entity Agreement.

Updates to the PayPal User Agreement

2.4 License grant

Clause 2.4 has been extended as follows:

If you, as a merchant, are using PayPal software such as an API, developer's toolkit or other software application *which may include software provided by or integrated with software, systems, or services of our service provides* that you have downloaded to *or otherwise accessed through* your computer, device, or other platform then PayPal and its licensors grant you a *revocable, non-exclusive, non-sublicenseable, non-transferable, royalty-free, and limited* license to *access and/or 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, *access*, 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. *PayPal may update or discontinue any software upon notice to you. While PayPal may have (a) integrated certain third party materials and technology into any web or other application, including its software, and/or (b) accessed and used certain third party materials and technology to facilitate providing you with the Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials.* You agree not to *modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software or any third party materials or technology.* You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal *and any third party materials integrated therein are owned by PayPal's third party service providers.*

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. *You acknowledge that PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on any of our websites, software, and/or in connection with the PayPal Services. If you are using the PayPal services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal services.*

You as a merchant grant the PayPal Group the worldwide right to use and depict your business name, trademarks and logos on our website and in our mobile and web applications for the purpose of displaying information about your business and its products and services.

9. Term and Closing Your PayPal Account

We have applied the following new wording to Section 9:

Your Agreement with us starts when you successfully register for a PayPal Account and ends when your PayPal Account is closed for whatever reason, except that this User Agreement survives termination to the extent and for so long as we require to deal with the closure of your PayPal Account and to comply with applicable laws and regulations (including, without limitation Sections 1, 7, 8, 10, 14, 15, 16).

You can close your PayPal Account at any time by logging in to your PayPal Account, clicking on the "Profile" tab, clicking on the "Close Account" link, and then following the instructions. See the PayPal Help Center for details.

We may close your PayPal Account at our convenience by providing you with 2 months prior notice. We may also close your PayPal Account at any time where:

- *You are in breach of the terms of this User Agreement and/or we are entitled to close your PayPal Account under clause 10.2;*
- *You do not access your PayPal Account for 3 years; or*
- *We suspect that your PayPal Account has been accessed without your authorization.*

Where we decide to close your PayPal Account we will provide you with notice of PayPal Account closure, and where practicable, the reasons for closing your PayPal Account, together with the ability to withdraw any undisputed funds that we are holding.

When your PayPal Account is closed:

- *We may cancel any pending transactions and you will forfeit any Balances associated with Special Funding Arrangements;*
- *We may suspend, limit or terminate your access to or use of the PayPal Services, websites, software, systems (including any networks and servers used to provide any of the PayPal Services) operated by us or on our behalf or some or all of the PayPal Services;*
- *You will remain liable for all outstanding obligations under this User Agreement related to your PayPal Account prior to closure;*
- *We may keep your PayPal Account information in our database for the purpose of fulfilling our legal obligations; and*
- *We may retain your Balance after closure to the extent and for the time we reasonably require to protect PayPal and/or any third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liabilities of whatever nature. After this time you will be able to withdraw any undisputed funds that we are holding. Please contact PayPal Customer Service if you have any questions about funds held in your PayPal Account on closure.*

If you are the legal representative of an incapacitated or deceased PayPal Account holder, please contact our Customer Support for assistance.

10.3 Restricted Activities

We have amended and supplemented the list of Restricted Activities in clause 10.3 as follows:

- u. *Take any action that imposes an unreasonable or disproportionately large load on the Service, our infrastructure, our websites, our software, or our systems (including any network and servers used to provide any of the Service) whether operated by us or on our behalf;*

[...]

- v. *Facilitate any viruses, Trojan horses, malware, worms or other computer programming routines that attempt to or may damage, disrupt, corrupt, misuse, detrimentally interfere*

with, surreptitiously intercept or expropriate *or gain unauthorized access to* any system, data or Information or the Service;

[...]

- y. Use any device, software or routine to bypass our robot exclusion headers, or interfere *or disrupt* or attempt to interfere *our disrupt* with our website, *software, systems (including any networks and servers used to provide any of the Service) operated by us or on our behalf, any of the Service or other Users' use of any of the Service;*

[...]

- dd. Suffer (or cause us to determine that there is a reasonable likelihood of) a security breach of your website or systems that could result in the unauthorized disclosure of customer information.

Updates to the PayPal Buyer Protection Policy

We have supplemented the list of exceptions in clause 3.2 as follows:

[...]

- *Personal transactions,*
- *Gambling, gaming, and/or any activity involving a chance to win a prize,*
- *Payments made in respect of financial products and investments,*
- *Payments made to state-run bodies (except for state-owned enterprises) or traders acting on mandates received from state-run bodies,*
- *Donations,*
- *Purchases of items which you collect in person or arrange to be collected on your behalf (including at a retail point of sale) and which you claim to be INR,*
- *Payments made in respect of gold (whether in physical form or in exchange-traded form), and*
- *PayPal Mass Payments transactions.*

Updates to the PayPal Seller Protection Policy

We have supplemented the list of items/cases which are not covered by the PayPal Seller Protection Policy in Section 5 as follows:

[...]

- *Donations,*
- *Payments made in respect of gold (whether in physical form or in exchange-traded form),*

PayPal Mass Payments transactions.

This page shall serve as advance information for PayPal Users with regards to important upcoming changes of PayPal Services, the PayPal User Agreement, and other policies (collectively “**Legal Agreements**”). On this page you will see announcements of upcoming updates of the Policies. Under “Previous Policy Updates” you will find previous changes.

Please read this document carefully. PayPal will change the Legal Agreements with effect to **November 19, 2016**.

You do not need to do anything to accept the changes as they will automatically come into effect on **November 19, 2016**.

Should you decide you do not wish to accept the changes you can notify us before **November 19, 2016** to close your account (https://www.paypal.com/ch/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

Updates to the PayPal User Agreement (formerly User Agreement for PayPal Service)

Effective date: November 19, 2016

This document has now been renamed to **PayPal User Agreement** and we have corrected some linguistic, orthographical, and grammatical mistakes in the document.

Amendments to the document with regards to its content have been highlighted in *italic* in this document for better visibility.

Preamble

In the fourth paragraph of the preamble we have added the word “User” to the term definition “*User Agreement*” for consistency.

2.4 License Grant

In clause 2.4 we have changed the headline to *2.4 License Grant* for consistency as we are using American spelling throughout the document.

Further we have entered a second paragraph to this clause to read as follows:

You as a merchant grant the PayPal Group the worldwide right to use and depict your business name, trademarks and logos on our website and in our mobile and web applications for the purpose of displaying information about your business and its products and services.

10.1 Your Liability

We have added a sub-headline *a. Responsibilities* for consistency.

Updates to the PayPal Buyer Protection Policy

In the PayPal Buyer Protection Policy we have as well as amendments with regards to its wording and we have changed the Policy with regards to its content as follows:

1. General

We have added two term definitions to the first paragraph:

The PayPal Buyer Protection protects the Buyer if an item purchased has not been shipped (“**Item Not Received**” or “**INR**”) or if a shipped item is significantly not as described by the Seller (“**SNAD**”); see Section 4 for details.

2. Payout

We have inserted three new sentences into the first paragraph to better explain what happens when we make a payout:

When a Claim under PayPal Buyer Protection is successful, PayPal returns to the Buyer the full purchase price, including shipping costs. *If the original payment was made in another currency than Swiss francs (CHF), the payout amount will be in that currency. In the event that we are obliged to make a refund to you under PayPal Buyer Protection for any reason, you agree to receive the refund by way of a funds transfer to your PayPal Account. If the original payment has been funded by credit card, the amount will be charged back to that credit card.*

3. Eligibility

We have added sub-headlines throughout the section.

3.1 Purchase paid with PayPal Services

We have adjusted the wording a bit:

The Buyer has purchased an item and paid for it *using the PayPal Services*.

3.2 Eligible transactions

In clause 3.2 we have extended the list of eligible transactions and added some further detail to existing eligible transactions for clarification:

Purchases of most goods and services are eligible (including travel tickets, intangible items such as rights of access to digital content and other licenses), except for the following *transactions*:

- *Purchases of real estate (including, without limitation, residential property),*
- *Purchases of any interest in a business (including, without limitation, any items or services forming part of a business or corporate acquisition),*
- *Purchases of vehicles (including, without limitation, motor vehicles, motorcycles, aircrafts, and boats; except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards),*
- *Purchases of custom made items (unless they are claimed to be INR),*
- *Purchases of goods and services prohibited by the PayPal Acceptable Use Policy,*
- *Purchases of industrial machinery used in manufacturing,*
- *Purchases of items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards),*
- *Gambling, gaming, and/or any activity involving a chance to win a prize,*
- *Payments made in respect of financial products and investments,*
- *Payments made to state-run bodies, except for state-owned enterprises,*
- *Donations,*
- *Purchases of items which you collect in person or arrange to be collected on your behalf (including at a retail point of sale) and which you claim to be INR.*

3.5 No violation of PayPal Acceptable Use Policy

We have added a new clause 3.5 for clarification:

3.5 No violation of PayPal Acceptable Use Policy

The item purchased does not violate the [PayPal Acceptable Use Policy](#).

3.6 No recovery from other source

We have added a new clause 3.6 for clarification:

3.6 No recovery from other source

You have not received a recovery for that purchase from another source.

The numbering of the former clause 3.4 has been changed to clause 3.7 accordingly; no changes have been applied to the clause.

4. Covered Cases

Section 4 has been renamed to *Covered Cases* for consistency with the other headlines. Further, we have added sub-headlines throughout the section.

4.2 SNAD

In clause 4.2 we have added *or SNAD* and the end of the first sentence as this refers to the term defined in Section 1.

In the second paragraph we have combined the two sentences and added an *and* to serve this purpose.

In the third paragraph we now use our defined term *SNAD*.

5. Buyer Responsibilities

We have added sub-headlines throughout the section.

Updates to the PayPal Seller Protection Policy

In the PayPal Seller Protection Policy we have as well as amendments with regards to its wording and we have changed the Policy with regards to its content as follows:

1. Protection against payment reversal

We have added a new paragraph at the end of the section to read as follows:

Please read the PayPal Buyer Protection Policy to understand how a Claim against you may arise. If you sell to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your targets buyers are based (the relevant PayPal Buyer Protection policies are available through the drop-down menu at https://www.paypal.com/ch/webapps/mpp/ua/legalhub-full?locale.x=de_CH) as these policies will apply to you as a Payment Recipient or Seller.

5. Eligibility requirements

In Section 5 we have added a list of transactions that are not covered by the PayPal Seller Protection Policy for clarification:

The following items/cases are not covered:

- *Non-tangible goods, services, gift vouchers, airline tickets, downloads, licenses for digital content, and other non-physical goods,*
- *Vehicles with a motor, especially automobiles, motorcycles, boats and aircrafts,*
- *Items that cannot be shipped,*
- *Items picked up by the Buyer,*
- *Items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards),*
- *Payments made in respect of financial products and investments,*
- *Donations.*

Updates to the Fees Policy

In the Fees Policy we have as well made amendments for consistency and changed the following:

2. b. Cross-border Personal Transactions

In the table we have removed *Turkey* from the list of countries in the first row of the table.

We have completely removed the table row stating *Brazil – Anywhere – 1.0% - 7.4% + Fixed Fee.*

We have added an “A” to *U.S.A.*

3. Recipient country groups

We have given this section a headline.

In the definitions of the Europe II country group we have removed *Turkey.*

In the table showing the Fixed Fee we have removed the table rows *Argentine Peso – 2.00 ARS* and *Turkish Lira – 0.45 TRY* as well as the reference to the commencement of PayPal’s Russian ruble service as this service has meanwhile started.

4. Commercial Transactions

In the table showing the Fixed Fee we have removed the table rows *Argentine Peso – 2.00 ARS* and *Turkish Lira – 0.45 TRY* as well as the reference to the commencement of PayPal’s Russian ruble service as this service has meanwhile started.

In the definitions of the Europe II countries we have removed *Turkey.*

5. Additional Fees

In the tables showing the Currency Conversion Fee and the Credit Card Chargeback Fee we have removed the table rows *Argentine Peso – 2.00 ARS* and *Turkish Lira – 0.45 TRY* as well as the

reference to the commencement of PayPal’s Russian ruble service as this service has meanwhile started.

In the table Sending Payments through PayPal Mass Payments we have removed the table rows *Argentine Peso – 2.00 ARS* and *Turkish Lira – 0.45 TRY* as well as the reference to the commencement of PayPal’s Russian ruble service as this service has meanwhile started and we have changed the fee caps for domestic transactions for some of the currencies mentioned (in the table below only the currencies and amounts are mentioned that have been changed):

Currency	Fee cap for domestic transactions
Brazilian real	12.00 BRL
Canadian dollar	7.00 CAD
Czech koruna	140.00 CZK
Danish krone	42.00 DKK
Euro	6.00 EUR
Hungarian forint	1,540.00 HUF
Israeli shekel	25.00 ILS
Japanese yen	600.00 JPY
Mexican peso	85.00 MXN
Swedish krona	50.00 SEK
New Taiwan dollar	220.00 TWD
Thai baht	230.00 THB
U.S. dollar	7.00 USD

In the table showing the Charity Pricing we have removed the table rows *Argentine Peso – 2.00 ARS* and *Turkish Lira – 0.45 TRY* as well as the reference to the commencement of PayPal’s Russian ruble service as this service has meanwhile started

6. Micropayment Pricing In the table we have changed the Fee for receiving payment from other countries or in other currencies to 5.50%. In the table showing the Fixed Fees we have removed the table row *Argentine Peso – 0.80 ARS* and we have made the following amendments to the amounts (in the table below only the currencies and amounts are mentioned that have been changed):

Currency	Fixed Fee for micropayment pricing
Australian dollar	0.05 AUD
Brazilian real	0.10 BRL
Canadian dollar	0.05 CAD
Czech koruna	1.67 CZK

Danish krone	0.43 DKK
Euro	0.05 EUR
Hong Kong dollar	0.39 HKD
Hungarian forint	15.00 HUF
Israeli shekel	0.20 ILS
Japanese yen	7.00 JPY
Mexican peso	0.55 MXN
New Zealand dollar	0.08 NZD
Norwegian krone	0.47 NOK
Philippine peso	2.50 PHP
Polish zloty	0.23 PLN
<i>Russian ruble</i>	8.00 RUB
Singapore dollar	0.08 SGD
Swedish krona	0.54 SEK
Swiss franc	0.09 CHF
New Taiwan dollar	2.00 TWD
Thai baht	1.80 THB
Pounds sterling	0.05 GBP
U.S. dollar	0.05 USD

Updates to the PayPal User Agreement

Effective date: March 23, 2016

This document has now been renamed to **PayPal User Agreement** and we have corrected some linguistic, orthographical, and grammatical mistakes in the document.

Amendments to the document with regards to its content have been highlighted in *italic* in this document for better visibility.

9. Termination or Closing Your PayPal Account

Clause 9.1 has been supplemented as follows:

If you are the legal representative of an incapacitated or deceased PayPal Account holder, please contact our Customer Support for assistance.

10.3 Restricted Activities

At the end of **clause 10.3j** we have added the following:

- j. Control a PayPal Account that is linked to another PayPal Account that has engaged in any of these Restricted Activities *(a PayPal Account is deemed to be “linked” to another PayPal Account for the purpose of this section 10.3j where PayPal has reason to believe that both PayPal Accounts are controlled by the same legal personality or group of legal personalities (including, without limitation, individuals), which is more likely when both PayPal Accounts share certain attributes, including, without limitation, the same recorded user name, email address, funding source (e.g. bank account) and/or recorded ID used to receive services from PayPal’s partners (such as an eBay ID);*

No further changes have been made to the document with regards to its content.

Update of the PayPal Buyer Protection Policy

In the PayPal Buyer Protection Policy we have as well as amendments with regards to its wording and we have changed the Policy with regards to its content as follows:

We have deleted the first sentence of **Section 1**.

The first sentence of **Section 3** has been supplemented as follows:

In order to qualify for PayPal Buyer Protection *in addition to the conditions of Section 5* the following requirements must be met:

In **clause 3.2** we have added another bullet point:

- Any wager (whether by way of backing of laying against any outcome or otherwise) and any other opportunity to benefit from a gambling activity.

The previous **clause 3.5** has become redundant due to the mentioning of its content in the bullet points in clause 3.2 and has therefore been removed.

The previous **clause 3.7** has become redundant due to the amendment of the first sentence of Section 3 and has therefore been removed.

Clause 4.5 has been supplemented as follows:

4.5 PayPal's decision about the Claim on PayPal Buyer Protection is final and may not be disputed. You may not take additional legal actions after a decision is made in this regard against PayPal; *your statutory rights remain without limitation apart from the provisions of this PayPal Buyer Protection policy.*

In **clause 6.6** we have changed the order of the paragraphs due to connected proximity, but this clause has remained unchanged with regards to its content.

Updates to the PayPal Seller Protection Policy

Just as the other documents we have made amendments to the wording of the PayPal Seller Protection Policy as well and further we have amended the first bullet point of **Section 1** as follows:

- A Chargeback or Reversal of payment directly related to a claim of "**Unauthorised Payment**", *except for any Unauthorized Payment initiated in an environment not hosted by PayPal,*

All other amendments to this document are of linguistic nature only.

Updates to the PayPal Buyer Protection Policy

Effective date: July 1, 2015

1. General

In Section 1. General we have removed the second sentence.

2. Payout

In Section 2. Payout the last sentence of the first paragraph has been removed as it inapplicable referred to euros (EUR).

3. Eligibility

Subsection 3.2 has been removed and replaced by the following reworded former Subsection 3.2, which has now become the new Subsection 3.2. Please mind that the numbering of the subsequent Subsections has been adjusted accordingly:

3.2. Purchase of most goods and services are eligible (including travel tickets, intangible items such as rights of access to digital content and other licenses), except for purchases of the following:

- *Real estate (including, without limitation, residential property);*
- *Businesses (including, without limitation, any items or services forming part of a business or corporate acquisition);*
- *Vehicles (including, without limitation, motor vehicles, motorcycles, aircrafts, and boats);*
- *Custom made items (unless they are claimed to be not received);*
- *Goods and services prohibited by the PayPal Acceptable Use Policy;*
- *Industrial machinery used in manufacturing;*
- *Items equivalent to cash (including, without limitation, gift cards).*

Throughout the document, we have made adjustments with regards to the wording and corrected orthographical and grammatical mistakes.

Updates to the PayPal Privacy Policy

Effective date: July 1, 2015

This notification advises you that PayPal is changing its Privacy Policy, including to reflect the new relationship that PayPal will have with eBay Inc. and its affiliates (“eBay”) after the companies are no longer affiliated by common corporate control. The update to the PayPal Privacy Policy is effective July 1, 2015, and the changes include the following:

Binding Corporate Rules & Cross Border Transfers of Personal Information

PayPal is committed to adequately protecting your personal information regardless of where the data resides. As a separate entity, PayPal will rely on a variety of methods to ensure adequate transfer of information across borders, including contractual mechanisms. We have changed the title of the “Binding Corporate Rules” section to “Cross Border Transfers of Personal Information” and updated the language in the section to reflect this situation.

Collection of Personal Information

This section has been updated in several ways reflecting the types of personal information collected for PayPal Services, including information collected from your computer or device, information collected during customer support cases, survey responses, and information from other PayPal accounts controlled by the same user.

As mobile devices become an increasingly more common way for people to access PayPal Services, we also added language to this section describing how PayPal collects information from mobile devices, including the collection of device identifiers and location information.

How We Use The Personal Information we Collect

This section has been updated to provide and highlights the purposes for which we use personal information, including for identity verification purposes, the performance and customization of PayPal Services, and our reasons and methods for contacting you.

How We Use Cookies and Similar Technologies

This section has been updated explaining our use of Cookies and other tracking technologies, and describing how we use these technologies for risk mitigation and fraud detection purposes. We also provide a link to our full Cookies policy, which is applicable to all members of PayPal's corporate family.

How We Protect and Store Personal Information

The revisions to this section explain what we mean when we use the term personal information and provide further details about how we store and protect personal information.

How We Share Information with Other PayPal Users

Changes have been made to this section explaining how personal information may be shared with other users of PayPal Services to facilitate transactions, transactional disputes, or when linking a PayPal merchant's loyalty or gift card to a user account.

How We Share Information with Other Third Parties

This section was modified reflecting, among other things, the changing nature of the relationship between PayPal and eBay. Both parties will be separate entities, but would like to continue to provide users with the commerce experiences they have come to expect. The changes to this section reflect PayPal's sharing of account information with eBay and other third parties for purposes of fraud prevention and risk management, customer service, shipping and legal compliance.

As has always been the case, third parties will not be able to use this information for their marketing purposes without a user's express consent.

Using Log In with PayPal

The title of this section has been changed from "Using PayPal Access." Log In with PayPal (formerly PayPal Access) is a safe, secure, and easy way to allow customers to log in to a merchant's website using a PayPal account. After customers consent to sharing **non-financial** account attributes, merchants can use this information to create a new account for the customer on the merchant's website and to expedite the checkout process.

Updates to the PayPal Acceptable Use Policy

Effective date: July 1, 2015

Prohibited Activities

In Section 2., we have added a new Subsection (c) *cigarettes* and adjusted the numbering of the following subsections accordingly.

Sections 5 and 6 have been removed.

Activities Requiring Approval

The first column of the second row of the table has been amended to read as follows:

Providing file sharing services or access to newsgroups; or selling alcoholic beverages, non-cigarette tobacco products, e-cigarettes, or prescription drugs/devices.

Further, a new third row has been added to the table to read as follows:

<i>Activities involving gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling), and sweepstakes, if the operator and customer are located exclusively in jurisdictions where such activities are permitted by law.</i>	<i>Please send contact information, business website URL, and brief business summary to aup@paypal.com.</i>
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Transactions on eBay, Inc.

This Section has been removed.

Throughout the document, we have made adjustments with regards to the wording and corrected orthographical and grammatical mistakes.

Amendment to the PayPal Buyer Protection Policy

Effective Date: 29. January 2015

PayPal will amend its Buyer Protection Policy 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](#).

The Changes in this document are displayed in inverse font. The highlighting character of this measure is made only for better trackability of the changes.

We have enhanced our PayPal Buyer Protection Policy in Number 3.6, so that a conflict can be opened within 180 days after the conclusion of the contract.

3.6 You, the Buyer must initiate a claim through the PayPal resolution centre within 180 days of making the payment through PayPal. You, the Buyer, must make a claim within 180 days and must use the PayPal resolution process. This can be done in the Resolution Center after you have logged into your PayPal account. Please note that if you agree on delivery times that exceed or are close to 180 days after payment, you may not have a chance to file a Buyer Protection claim.

- **The delivered Article is substantially different from the description made by the Seller**

In Number 4.2 we have shifted the note regarding the condition of the article to the beginning of the list:

Note: This applies to the condition of the item, in which the buyer has received it irrespective of the condition the item had originally been shipped.

After the note, the existing list follows unchanged, apart from the deletion of the note in number three.

The last paragraph in Number 4.2 will be deleted and inserted as new Number 4.5:

4.5 PayPal's decision about the claim on PayPal Buyer Protection is final and may not be disputed. You may not take additional legal actions after a decision is made in this regard against PayPal.