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PayPal Buyer Protection Policy

Effective date: January 30, 2019

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Please note:

The version of this policy marked "Current PayPal Buyer Protection Policy" set out immediately below is effective until **April 28, 2019** inclusive.

The version of this policy marked "Updated PayPal Buyer Protection Policy" further below will take effect and supersede the Current PayPal Buyer Protection Policy on **April 29, 2019**.

CURRENT PAYPAL BUYER PROTECTION POLICY

Last update: December 11, 2018

1. General

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. below for details.

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

Alternatively, for purchases on www.ebay.de, the Claim may also be filed in the eBay resolution center.

Your **opposing party** for claims under this PayPal Buyer Protection Policy is in all cases

PayPal (Europe) S.à r.l. et Cie, S.C.A.
22-24 Boulevard Royal
L-2449 Luxembourg

(referred to as "**PayPal**" or "**us**" or "**we**" or "**our**").

2. Payout

When a Claim under PayPal Buyer Protection is successful PayPal grants the Buyer the full purchase price including shipping costs. If the original payment was made in another currency than euros (EUR), 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.

In these cases the refund takes place irrespective of PayPal being able to (re-)claim the payout amount from the Seller.

3. Eligibility

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

3.1. Payment methods

The Buyer has purchased an item and paid for it;

- Using PayPal from a registered PayPal Account, or

- Using PayPal, “Kauf auf Rechnung”, Kreditkarte oder Lastschrift on the German eBay website www.ebay.de (please note the specific requirements in clause 5.3.); or
- Using the PayPal payment upon installment service (“**Ratenzahlung Powered by PayPal**”).

3.2. Exceptions

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),
- Payments on crowd-funding and/or crowd-lending platforms,
- 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),
- 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 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 and in exchange-traded form); and
- PayPal Mass Payments transactions.

3.3. Association of PayPal payment with item purchased

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

- By availing of the “Pay Now” option on the eBay website; or
- Via “Send Money” in your PayPal Account stating the eBay item number; or
- For purchases made outside of eBay: via the “Send Money” tab on the PayPal Website(s) by clicking the “Purchase” tab, or the Seller’s PayPal checkout flow, or
- For purchases made outside of eBay: by availing of Ratenzahlung Powered by PayPal; or
- For purchases made outside of eBay: by availing of Bezahlung nach 14 Tagen; or
- For purchases made outside of eBay: by making a PayPal payment without PayPal Account.

Further, purchases on www.ebay.de for which a payment method other than PayPal has been used may also be covered where and to the extent eBay Garantie applies. Other payments that you make outside the above-mentioned payment flows cannot be allocated by us and are thus not covered by PayPal Buyer Protection.

3.4. Single payment

You must have made the complete purchase price payment by means of a single payment (no installments (except in the case of using Ratenzahlung Powered by PayPal), no down payments, no deposits, no deferred payments (except in the case of using Bezahlung nach 14 Tagen) and have to own a registered PayPal Account. When using Ratenzahlung Powered by PayPal you also have to link your respective installment payment agreement with your PayPal Account.

3.5. No violation of PayPal Acceptable Use Policy

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

3.6. No recovery from other source

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

3.7. Deadlines

a. PayPal

For PayPal, within **180 days** after the purchase agreement was concluded, the Buyer initiates a resolution process for the Dispute and tries to solve this dispute with the help of tools and resources provided by PayPal. This can be done in the PayPal Resolution Center available after logging into the PayPal Account.

In case it is not possible to achieve a resolution the Buyer can file a PayPal Buyer Protection claim in the PayPal Resolution Center within 20 days after initiating the resolution process.

b. eBay

For eBay, within **30 days from the later date of the dates provided as the estimated delivery date** for the purchase item on www.ebay.de ("Estimated Delivery Date"), the Buyer initiates a resolution process for the dispute and tries to solve this dispute with the help of tools and resources provided by eBay, which applies for all dispute inclusive of such as per clause 5.3. This can be done in the eBay Resolution Center or directly from the "My eBay" purchase history.

In case it is not possible to achieve a resolution, the buyer can file a eBay Buyer Protection case in the eBay Resolution Center within ten days after initiating the resolution process.

4. Covered cases

The Buyer can benefit from PayPal Buyer Protection in these cases:

4.1. Item Not Received

For a paid item, if shipment has been agreed, the item has not been shipped by the Seller, or the Seller has not complied with the Seller's duties described in this clause 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 a valid proof of shipment (as described in more detail in the PayPal Seller Protection Policy) or a respective equivalent 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 of at least 1 week and try to resolve the dispute by contacting the Seller directly.

4.2. SNAD

Below we show a number of examples for items significantly not as described or "SNAD".

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 and this list is not exhaustive:

- The item significantly differs from its item description, e.g. an audio book instead of a print version, a desktop PC instead of a laptop computer, an empty box;
- The actual condition of the item differs significantly from condition as described, e.g. the item has obviously been used instead of being new and sealed;
- The item is unusable but was not mentioned as such in the item description, e.g. important parts or components are missing, the item does not work, is broken, or the best before date has expired;
- The item is not authentic, but was not declared as such in the item description, or the item is fake or a pirated copy;
- Part of the amount ordered is missing, e.g. ten golf balls had been paid for, but only four were delivered.

Below a number of examples for items that do **not** qualify as SNAD; this list is not exhaustive:

- The item is defective but was not described as such in the item description: "Device may not work properly", "Parts missing", "The photo shows scratches or defects";
- The Buyer does not want the item anymore after having received it, or the item does not meet the Buyers expectations, even though it has been described appropriately in the item description;
- The item description is misleading for both parties. For instance, if the item appears to come in a different color than advertised; the Buyer calls it "light green", while the Seller states it to be "turquoise".

PayPal decides each case individually by requesting and reviewing documentation to determine whether or not an item is

significantly not as described.

4.3. Only one claim per purchase

For any PayPal payment the Buyer may only file one single Claim on PayPal Buyer Protection, either because the Seller has not shipped the item or because 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 the PayPal Resolution Center or by contacting our Customer Support.

4.4. Coverage of multiple items

A Claim under PayPal Buyer Protection may cover multiple items, e.g. if the Buyer purchased three items, but two don't get shipped. The Buyer has to apply for both within one Claim.

4.5. Decision by PayPal final

The decision about the Claim under PayPal Buyer Protection is final and any legal actions against PayPal with respect to this decision are excluded; your statutory rights remain without limitation apart from the provisions of this PayPal Buyer Protection policy.

5. Buyer responsibilities

5.1. Timelines

The Buyer must reply to any questions asked by PayPal in regards to the PayPal Buyer Protection Claim within ten days. PayPal will decline the Claim if the Buyer does not provide an answer within this timeframe. PayPal may extend this timeframe in case of extraordinary circumstances which are outside the control of the Buyer.

5.2. Return of item to Seller

When the Buyer files a Claim for PayPal Buyer Protection because of SNAD, the Buyer is required upon request by PayPal to return the item at his own expenses to the Seller or to another person or address as requested by PayPal during the Claim process, as well as to provide appropriate proof of shipment. The proof of shipment needs to contain at least the details required in the PayPal 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 such request.

5.3. Claims on www.ebay.de

In case the Buyer files a Claim for protection for a purchase on www.ebay.de for which a payment method other than PayPal has been used, e.g. eBay Garantie, the Buyer is required upon request of PayPal to provide proof of payment to the payment details agreed with the Seller on eBay, and in case of doubt that the payment has been received with the payment details agreed with the Seller, PayPal may ask the Seller for evidence that the payment has actually not been received. PayPal will decline the Claim if in the requested timeframe, the Buyer does not provide the proof of payment or the Seller provides evidence that the payment has not been received, and the Buyer is required to open up a PayPal Account in order to receive the payout in the event his Claim for protection for a purchase was successful.

6. Additional Buyer Protection for purchases on www.ebay.de

6.1. Exercise of a right of rescission

PayPal Buyer Protection protects the Buyer for purchases on eBay when the Seller does not reimburse the funds although the Buyer has exercised a right of rescission.

6.2. Conditions

The following conditions need to be satisfied:

a. Purchase of goods on eBay and secure payment method

The Buyer has purchased goods (services are excluded) on www.ebay.de and has paid with one of the payment methods listed under clause 3.1.

b. Right of return pursuant to refund policy ("*Widerrufsbelehrung*")

The listing of the Seller contained a refund policy ("*Widerrufsbelehrung*"). The Buyer had a right of return according to this refund policy.

c. Return request

The Buyer requests to return the goods to the Seller within the eBay return process. For this purpose, the Buyer must log in into its eBay account and initiate a return on www.ebay.de (return request). The initiation of a return request must be made within the return period mentioned in the return policy.

The start of the return period will be determined, if necessary, based on proof of shipment, which then needs to be handed in. If this proof is not handed in, PayPal will assume that the return period has been met.

Please note: The return period is typically 14 days after the delivery of the goods. The return period can, however, also be of one month for items marked with eBay Garantie.

The return request is deemed a notice of cancellation to the Seller.

d. Returning the goods and proof of shipment

The Buyer must ship the good(s) quickly and undamaged back to the Seller. The Buyer is obliged to mark the good as shipped within the return process of eBay, provided this option is available to the Buyer, or to confirm upon request that reshipment has taken place within the stated return period.

Moreover, the Buyer has to provide a proof of shipment upon PayPal's request. In addition, if requested by PayPal, the Buyer must provide proof that shipping to the Seller has taken place. The Buyer must send the good(s) to the address which the Seller provides in the return policy or which is mentioned in the eBay return process. Please see the PayPal Seller Protection Policy for the requirements regarding a proof of shipment.

e. Filing a Buyer Protection Claim on eBay

The Buyer must file a Buyer Protection Claim on eBay if the Seller has not reimbursed the purchase price and the shipping costs to the Buyer.

If the Seller has not taken any action or has declined the return request, the Claim needs to be filed as early as ten days, and no later than thirty days after the return request is initiated.

If the Seller has accepted the return request, but has not reimbursed the purchase price and the shipping costs, the Claim needs to be filed within thirty days from the date when the item has been marked as shipped back to the Seller within the eBay return process.

6.3. Consequences

If these conditions are met, PayPal shall reimburse the purchase price and the costs for shipping the good(s) to the Buyer. The Buyer may not claim the costs for reshipment of the good(s) back to the Seller from PayPal.

6.4. Applicability of other provisions

The following provisions of the Buyer Protection Policy apply equally: Section 2., clauses 3.2., 3.5., 3.6., 4.3., 4.4., 4.5., 5.1., 5.3. and Section 7.

6.5. No double reimbursement

If the Seller reimburses the purchase price and the costs for shipping the good(s) to the Buyer or if the Buyer and the Seller agree on a partial reimbursement, the Buyer may not claim a reimbursement from PayPal.

7. Final Provisions

7.1. Assignment of payment claims

As of the time of receipt of a payout under PayPal Buyer Protection, the Buyer hereby assigns any claims the Buyer may have vis-à-vis the Seller to PayPal, based on the purchase contract in the amount of the payout amount. For the avoidance of doubt, in case PayPal is fully satisfied after successfully pursuing such assigned claims against the Seller, PayPal will not seek double relief for the same matter under the PayPal User Agreement.

7.2. Availability of PayPal Buyer Protection

PayPal reserves the right to modify or abandon PayPal Buyer Protection at its sole discretion and without naming reasons. In case of abandonment of PayPal Buyer Protection, any open claims will still be processed until a final decision has been reached.

7.3. Access to shipping information

The Buyer grants PayPal the right to access on his behalf shipping information of the shipping service used in order to verify shipping of an item.

7.4. Buyer Protection offered either by PayPal or eBay

PayPal will refuse a Claim under 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 under PayPal Buyer Protection, if in relation to the same purchase you have already filed a Claim with an eBay Buyer Protection program.

7.5. 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.

PayPal does not act as a representative neither for the Buyer, the Seller nor 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 records, we may determine that you have not posted the item back to the Seller in compliance with clause 5.2. above.

7.6. PayPal Buyer Protection and chargeback right towards credit card issuer

The Buyer may either file a Claim under PayPal Buyer Protection or issue a Chargeback towards the credit card issuer (two payouts are not possible).

PayPal denies Claims under PayPal Buyer Protection if a credit card Chargeback has already been issued. This is irrespective of the outcome of a Chargeback claim towards the credit card issuer. Cancelling or denying a Claim under PayPal Buyer Protection does not affect a Chargeback claim towards the credit card issuer. Terms and conditions of the credit card issuer apply. PayPal reserves the right to limit access to the Buyer's PayPal Account or to close that PayPal Account, if the right to file a Chargeback towards the credit card issuer is misused. PayPal also reserves the right to dispute any illegitimate Chargeback cases. The regulations of the respective credit card issuer apply.

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 Claim under Buyer Protection remains subject to the requirements and timeframes set out in clause 3.6. and that it is your responsibility to keep track of these requirements and deadlines.

UPDATED PAYPAL BUYER PROTECTION POLICY

Effective date: April 29, 2019

1. General

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. below for details.

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

Alternatively, for purchases on www.ebay.de, the Claim may also be filed in the eBay resolution center.

Your **opposing party** for claims under this PayPal Buyer Protection Policy is in all cases

PayPal (Europe) S.à r.l. et Cie, S.C.A.
22-24 Boulevard Royal
L-2449 Luxembourg

(referred to as "PayPal" or "us" or "we" or "our").

2. Payout

When a Claim under PayPal Buyer Protection is successful PayPal grants the Buyer the full purchase price including shipping costs. If the original payment was made in another currency than euros (EUR), 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.

In these cases the refund takes place irrespective of PayPal being able to (re-)claim the payout amount from the Seller.

3. Eligibility

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

3.1. Payment methods

The Buyer has purchased an item and paid for it;

- Using PayPal from a registered PayPal Account, or
- Using PayPal, "Kauf auf Rechnung", Kreditkarte oder Lastschrift on the German eBay website www.ebay.de ("eBay Services") and German websites, applications and other services into which eBay Services are integrated (please note the specific requirements in clause 5.3.); or
- Using the PayPal payment upon installment service ("Ratenzahlung Powered by PayPal").

3.2. Exceptions

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),
- Payments on crowd-funding and/or crowd-lending platforms,
- 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),
- 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 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 and in exchange-traded form); and
- PayPal Mass Payments transactions.

3.3. Association of PayPal payment with item purchased

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

- By availing of the "Pay Now" option on the eBay website and German websites, applications and other services into which eBay Services are integrated; or
- Via "Send Money" in your PayPal Account stating the eBay item number; or
- For purchases made outside of eBay: via the "Send Money" tab on the PayPal Website(s) by clicking the "Purchase" tab, or the Seller's PayPal checkout flow, or
- For purchases made outside of eBay: by availing of Ratenzahlung Powered by PayPal; or
- For purchases made outside of eBay: by availing of Bezahlung nach 14 Tagen; or
- For purchases made outside of eBay: by making a PayPal payment without PayPal Account.

Further, purchases on www.ebay.de and German websites, applications and other services into which eBay Services are integrated for which a payment method other than PayPal has been used may also be covered where and to the extent eBay Garantie applies. Other payments that you make outside the above-mentioned payment flows cannot be allocated by us and are thus not covered by PayPal Buyer Protection.

3.4. Single payment

You must have made the complete purchase price payment by means of a single payment (no installments (except in the case of using Ratenzahlung Powered by PayPal), no down payments, no deposits, no deferred payments (except in the case of using Bezahlung nach

14 Tagen) and have to own a registered PayPal Account. When using Ratenzahlung Powered by PayPal you also have to link your respective installment payment agreement with your PayPal Account.

3.5. No violation of PayPal Acceptable Use Policy

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

3.6. No recovery from other source

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

3.7. Deadlines

a. PayPal

For PayPal, within **180 days** after the purchase agreement was concluded, the Buyer initiates a resolution process for the Dispute and tries to solve this dispute with the help of tools and resources provided by PayPal. This can be done in the PayPal Resolution Center available after logging into the PayPal Account.

In case it is not possible to achieve a resolution the Buyer can file a PayPal Buyer Protection claim in the PayPal Resolution Center within 20 days after initiating the resolution process.

b. eBay

For eBay, within **30 days from the later date of the dates provided as the estimated delivery date** for the purchase item on www.ebay.de ("Estimated Delivery Date"), the Buyer initiates a resolution process for the dispute and tries to solve this dispute with the help of tools and resources provided by eBay, which applies for all dispute inclusive of such as per clause 5.3. This can be done in the eBay Resolution Center or directly from the "My eBay" purchase history.

In case it is not possible to achieve a resolution, the buyer can file a eBay Buyer Protection case in the eBay Resolution Center within ten days after initiating the resolution process.

4. Covered cases

The Buyer can benefit from PayPal Buyer Protection in these cases:

4.1. Item Not Received

For a paid item, if shipment has been agreed, the item has not been shipped by the Seller, or the Seller has not complied with the Seller's duties described in this clause 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 a valid proof of shipment (as described in more detail in the PayPal Seller Protection Policy) or a respective equivalent 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 of at least one week and try to resolve the dispute by contacting the Seller directly.

4.2. SNAD

Below we show a number of examples for items significantly not as described or "SNAD".

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 and this list is not exhaustive:

- The item significantly differs from its item description, e.g. an audio book instead of a print version, a desktop PC instead of a laptop computer, an empty box;
- The actual condition of the item differs significantly from condition as described, e.g. the item has obviously been used instead of being new and sealed;
- The item is unusable but was not mentioned as such in the item description, e.g. important parts or components are missing, the item does not work, is broken, or the best before date has expired;
- The item is not authentic, but was not declared as such in the item description, or the item is fake or a pirated copy;
- Part of the amount ordered is missing, e.g. ten golf balls had been paid for, but only four were delivered.

Below a non-exhaustive list of examples for items that do **not** qualify as SNAD:

- The item is defective but was not described as such in the item description: "Device may not work properly", "Parts missing", "The photo shows scratches or defects";
- The Buyer does not want the item anymore after having received it, or the item does not meet the Buyers expectations, even though it has been described appropriately in the item description;

- The item description is misleading for both parties. For instance, if the item appears to come in a different color than advertised; the Buyer calls it “light green”, while the Seller states it to be “turquoise”.

PayPal decides each case individually by requesting and reviewing documentation to determine whether or not an item is significantly not as described.

4.3. Only one claim per purchase

For any PayPal payment the Buyer may only file one single Claim on PayPal Buyer Protection, either because the Seller has not shipped the item or because 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 the PayPal Resolution Center or by contacting our Customer Support.

4.4. Coverage of multiple items

A Claim under PayPal Buyer Protection may cover multiple items, e.g. if the Buyer purchased three items, but two don't get shipped. The Buyer has to apply for both within one Claim.

4.5. Decision by PayPal final

The decision about the Claim under PayPal Buyer Protection is final and any legal actions against PayPal with respect to this decision are excluded; your statutory rights remain without limitation apart from the provisions of this PayPal Buyer Protection policy.

5. Buyer responsibilities

5.1. Timelines

The Buyer must reply in a timely manner to any questions asked by PayPal in regards to the PayPal Buyer Protection Claim. PayPal may decline the Claim if the Buyer does not provide an answer within the stated timeframe. PayPal may extend this timeframe in case of extraordinary circumstances which are outside the control of the Buyer.

5.2. Return of item to Seller

When the Buyer files a Claim for PayPal Buyer Protection because of SNAD, the Buyer is required upon request by PayPal to return the item at his own expenses to the Seller or to another person or address as requested by PayPal during the Claim process, as well as to provide appropriate proof of shipment. The proof of shipment needs to contain at least the details required in the PayPal 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 such request.

5.3. Claims on www.ebay.de

In case the Buyer files a Claim for protection for a purchase on www.ebay.de and German websites, applications and other services into which eBay Services are integrated for which a payment method other than PayPal has been used, e.g. eBay Garantie, the Buyer is required upon request of PayPal to provide proof of payment to the payment details agreed with the Seller on eBay, and in case of doubt that the payment has been received with the payment details agreed with the Seller, PayPal may ask the Seller for evidence that the payment has actually not been received. PayPal will decline the Claim if in the requested timeframe, the Buyer does not provide the proof of payment or the Seller provides evidence that the payment has not been received, and the Buyer is required to open up a PayPal Account in order to receive the payout in the event his Claim for protection for a purchase was successful.

6. Additional Buyer Protection for purchases on www.ebay.de

6.1. Exercise of a right of rescission

PayPal Buyer Protection protects the Buyer for purchases on eBay when the Seller does not reimburse the funds although the Buyer has exercised a right of rescission.

6.2. Conditions

The following conditions need to be satisfied:

a. Purchase of goods through eBay Services and secure payment method

The Buyer has purchased goods (services are excluded) on www.ebay.de and German websites, applications and other services into which eBay Services are integrated and has paid with one of the payment methods listed under clause 3.1.

b. Right of return pursuant to refund policy (“Widerrufsbelehrung”)

The listing of the Seller contained a refund policy (“Widerrufsbelehrung”). The Buyer had a right of return according to this refund policy.

c. Return request

The Buyer requests to return the goods to the Seller within the eBay return process. For this purpose, the Buyer must log in into its

eBay account and initiate a return on www.ebay.de (return request). The initiation of a return request must be made within the return period mentioned in the return policy.

The start of the return period will be determined, if necessary, based on proof of shipment, which then needs to be handed in. If this proof is not handed in, PayPal will assume that the return period has been met.

Please note: The return period is typically 14 days after the delivery of the goods. The return period can, however, also be of one month for items marked with eBay Garantie.

The return request is deemed a notice of cancellation to the Seller.

d. Returning the goods and proof of shipment

The Buyer must ship the good(s) quickly and undamaged back to the Seller. The Buyer is obliged to mark the good as shipped within the return process of eBay, provided this option is available to the Buyer, or to confirm upon request that reshipment has taken place within the stated return period.

Moreover, the Buyer has to provide a proof of shipment upon PayPal's request. In addition, if requested by PayPal, the Buyer must provide proof that shipping to the Seller has taken place. The Buyer must send the good(s) to the address which the Seller provides in the return policy or which is mentioned in the eBay return process. Please see the PayPal Seller Protection Policy for the requirements regarding a proof of shipment.

e. Filing a Buyer Protection Claim on eBay

The Buyer must file a Buyer Protection Claim on eBay if the Seller has not reimbursed the purchase price and the shipping costs to the Buyer.

If the Seller has not taken any action or has declined the return request, the Claim needs to be filed as early as ten days, and no later than thirty days after the return request is initiated.

If the Seller has accepted the return request, but has not reimbursed the purchase price and the shipping costs, the Claim needs to be filed within thirty days from the date when the item has been marked as shipped back to the Seller within the eBay return process.

6.3. Consequences

If these conditions are met, PayPal shall reimburse the purchase price and the costs for shipping the good(s) to the Buyer. The Buyer may not claim the costs for reshipment of the good(s) back to the Seller from PayPal.

6.4. Applicability of other provisions

The following provisions of the Buyer Protection Policy apply equally: Section 2., clauses 3.2., 3.5., 3.6., 4.3., 4.4., 4.5., 5.1., 5.3. and Section 7.

6.5. No double reimbursement

If the Seller reimburses the purchase price and the costs for shipping the good(s) to the Buyer or if the Buyer and the Seller agree on a partial reimbursement, the Buyer may not claim a reimbursement from PayPal.

7. Final Provisions

7.1. Assignment of payment claims

As of the time of receipt of a payout under PayPal Buyer Protection, the Buyer hereby assigns any claims the Buyer may have vis-à-vis the Seller to PayPal, based on the purchase contract in the amount of the payout amount. For the avoidance of doubt, in case PayPal is fully satisfied after successfully pursuing such assigned claims against the Seller, PayPal will not seek double relief for the same matter under the PayPal User Agreement.

7.2. Availability of PayPal Buyer Protection

PayPal reserves the right to modify or abandon PayPal Buyer Protection at its sole discretion and without naming reasons. In case of abandonment of PayPal Buyer Protection, any open claims will still be processed until a final decision has been reached.

7.3. Access to shipping information

The Buyer grants PayPal the right to access on his behalf shipping information of the shipping service used in order to verify shipping of an item.

7.4. Buyer Protection offered either by PayPal or eBay

PayPal will refuse a Claim under 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 under PayPal Buyer Protection, if in relation to the same purchase you have already filed a Claim with an eBay Buyer Protection program.

7.5. 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.

PayPal does not act as a representative neither for the Buyer, the Seller nor 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 records, we may determine that you have not posted the item back to the Seller in compliance with clause 5.2. above.

7.6. PayPal Buyer Protection and chargeback right towards credit card issuer

The Buyer may either file a Claim under PayPal Buyer Protection or issue a Chargeback towards the credit card issuer (two payouts are not possible).

PayPal denies Claims under PayPal Buyer Protection if a credit card Chargeback has already been issued. This is irrespective of the outcome of a Chargeback claim towards the credit card issuer. Cancelling or denying a Claim under PayPal Buyer Protection does not affect a Chargeback claim towards the credit card issuer. Terms and conditions of the credit card issuer apply. PayPal reserves the right to limit access to the Buyer's PayPal Account or to close that PayPal Account, if the right to file a Chargeback towards the credit card issuer is misused. PayPal also reserves the right to dispute any illegitimate Chargeback cases. The regulations of the respective credit card issuer apply.

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 Claim under Buyer Protection remains subject to the requirements and timeframes set out in clause 3.6. and that it is your responsibility to keep track of these requirements and deadlines.

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