

## Past Policy Updates

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

### Amendment to the PayPal User Agreement

Effective Date: Nov 18, 2013

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- **Please read this document.**

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/es/cgi-bin/?&cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?&cmd=_close-account)) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

#### **It's safer**

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

#### **It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

#### **It's easier**

PayPal is the preferred web payment method because it's a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement**

#### 1. **SEPA**

The Single Euro Payments Area (SEPA) is an initiative of the European Commission and European banking sector, aimed at making transactions more efficient within the European Union. PayPal will start to use SEPA direct debit mandates by February 2014.

Section 3.7 (Bank Transfers) is amended to clarify what will happen when the SEPA regime is implemented and you register a bank account with PayPal, you pay with a new bank account for the first time and/or you make an electronic transfer from your bank account to PayPal via SEPA direct debit.

The text inserted into Section 3.7 reads as follows:

*“ PayPal will start to use Single Euro Payments Area (SEPA) direct debit mandates by February 2014. SEPA is an initiative of the European Commission and European banking sector, aimed at making transactions more efficient within the European Union. Whenever you register a bank account with PayPal after that implementation or pay with a new bank account for the first time, you will be granting PayPal a SEPA Direct Debit mandate. You will be able to access such mandate and the mandate reference number (MRN) in your PayPal Account profile at any time and cancel the mandate for future transactions.*

*Whenever you make an electronic transfer from your bank account to PayPal via SEPA direct debit after that, you authorise PayPal to use such mandate and draw the amount from your bank account as explained above in this section 3.7 and you authorise your bank to arrange for payment to PayPal. You may claim a refund from your bank at any time up to 8 weeks after the date on which the SEPA direct debit payment took place in accordance with your bank's terms and conditions.*

*PayPal will inform you of the amount of the SEPA direct debit payment and the time frame in which PayPal will collect the amount from the bank account together with the purchase confirmation. In the event that PayPal resubmits any SEPA direct debit payment request due to Reversal of the original payment, there will be no (additional) information given on the amount and the time frame ahead of the resubmission.”*

#### 2. **Withdrawing/Redeeming E-money**

Section 6.1 (How to Withdraw/Redeem E-money) is amended to clarify (for the avoidance of any doubt) that if you come to redeem your balance, it must be redeemed in your home currency. Section 6.1 as amended reads as follows:

*“ 6.1 How to Withdraw/Redeem E-money. You may withdraw funds by electronically transferring them to your bank account or if you are a registered user of a Credit Card Withdrawal Region, your branded MasterCard or Visa card. Some jurisdictions may permit you to withdraw funds to either your bank account or your card. The bank account into which you request the redemption of E-money must be denominated in the home currency of your Account. Balances must be redeemed in your home currency – see section 6.4 if your Account holds a balance in multiple currencies.”*

#### 3. **Identifying errors and unauthorised transactions**

Section 12.1 is amended to outline that you may be liable for any unauthorised use of your Account by any person if you have acted deliberately so as to enable any third person to gain access to your device while you are logged into our Services.

The amended part of section 12.1 now reads as follows (presented in context with the clause heading):

***“ 12.1 Identifying Errors and/or Unauthorised Transactions.***

...

*We will not seek to hold you liable for any unauthorised use of your Account by any person provided that we are satisfied that you have not acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password/PIN or to your device while you are logged into the Services.*

..."

#### 4. PayPal buyer protection – How do I resolve my problem?

Section 13.5a is amended to outline the timeframe for opening a Dispute and now reads as follows (presented in context with its root clause):

##### **" 13.5 How do I resolve my problem?"**

*If you are unable to resolve a problem directly with the Payment Recipient, go to the Online Resolution Centre and follow this process:*

##### **Open a Dispute**

*Open a Dispute within **45 days** of the date you made the payment for the item you would like to dispute. We may refuse to accept any Dispute that you open in relation to that item after the expiry of that period (please be aware of this if you agree a delivery time with the Payment Recipient that falls after the expiry of that period).*

..."

5. **PayPal buyer protection – Requirement to post items back to the Payment Recipient** We are making amendments to outline that PayPal may require you to post the item back to the Payment Recipient at an address supplied to you by PayPal during the Claim process. Sections 13.5d (shown in context with its root clause) and 13.6 have been amended accordingly and now read as follows:

##### **" 13.5 How do I resolve my problem?"**

*If you are unable to resolve a problem directly with the Payment Recipient, go to the Online Resolution Centre and follow this process:*

...

##### **d. Comply with PayPal shipping requests in a timely manner**

*"For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller at an address supplied to you by PayPal during the Claim process – or to PayPal - or a third party at your expense and to provide Proof of Delivery. Proof of Delivery requirements are set out in section 11.9 above. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction."*

##### **13.6 How is the Claim resolved?**

*Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the Payment Recipient. You may be asked to provide receipts, third party evaluations, police reports, or any other information or documents reasonably required by PayPal to investigate the Claim. PayPal retains full discretion to make a final decision in favour of the buyer or the Payment Recipient based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or Payment Recipient, each party must comply with PayPal's decision. PayPal may require the buyer to post an item that the buyer claims is Significantly Not as Described back to the Payment Recipient at an address supplied to the buyer by PayPal during the Claim process (at the buyer's expense), and PayPal may require a Payment Recipient to accept the item back and refund the buyer the full purchase price plus original postage costs. If a Payment Recipient refuses to accept the item, PayPal may award the Claim in favour of the buyer, provided the buyer has provided satisfactory evidence to PayPal that the item was sent to the Payment Recipient at an address supplied to the buyer by PayPal during the Claim process. In the event a Payment Recipient loses a Claim, the Payment Recipient will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed)."*

#### 6. PayPal buyer protection – Resolving the problem with Payment Recipient directly

We are adding wording that clarify some of the possible consequences on your eligibility for PayPal buyer protection if you attempt to resolve a problem with your item with the Payment Recipient directly. The wording is added to section 13.10 and the amended part of section 13.10 now reads as follows (presented in context with the clause heading):

##### **"13.10 Relationship between PayPal Buyer Protection and chargebacks**

...

*Please note that where you opt to resolve the issue directly with the seller:*

1. *your right to raise a Dispute remains subject to the 45 day timeframe set out in section 13.5a. **It is your responsibility to keep track of these deadlines;** and*
2. *if (whether as part of the seller's return policy or otherwise) the seller directs you (and you proceed) to post the item to an address that does not correspond with our record of the seller's address, we may determine that you have not posted the item back to the seller in compliance with section 13.5d. "*

#### 7. Fees for Cross Border Personal Transactions

We recently introduced a new clearer explanation of fees charged for sending or receiving cross border

Personal Transaction payments wherever in the world this functionality is available. This clearer table will continue to apply beyond the Effective Date. We have set out the table again below, by way of reminder:

**“ Cross Border Personal Transactions**

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

**Note that either the sender or the recipient pays the fee, not both.** In most cases, the sender decides who pays the fee. Please see subsection c of the definition of Personal Transactions in this Schedule 1 for more information.

Step 1. Locate the recipient's country in the table below (in the first column from left).

Step 2. Determine the region of the sender's country (second column).

Step 3. Find the applicable fee based on the payment method used (third and fourth columns).

<b>Recipient's Country</b>	<b>Sender's Country</b>	<b>Fee for payment fully funded by PayPal balance or bank account</b>	<b>Fee for payment fully or partially funded by debit card or credit card</b>
<b>Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland (including Aland Islands), Gibraltar, Greece, Hungary, Iceland, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, U.K. (including Channel Islands and Isle of Man).</b>	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.0%	4.4% + Fixed Fee
	All other countries	1.5%	4.9% + Fixed Fee
<b>Belgium, France, French Guiana, Guadeloupe, Italy, Martinique, Mayotte, Netherlands, Reunion.</b>	Northern Europe *	0.4%	3.8% + Fixed Fee
	US, Canada, Europe I **	0.5%	3.9% + Fixed Fee
	Europe II ***	1.3%	4.7% + Fixed Fee
	All other countries	1.8%	5.2% + Fixed Fee
<b>Germany</b>	Northern Europe *	1.8%	3.7% + Fixed Fee
	US, Canada, Europe I **	2.0%	3.9% + Fixed Fee
	Europe II ***	3.0%	4.9% + Fixed Fee
	All other countries	3.3%	5.2% + Fixed Fee
<b>Poland</b>	Northern Europe *	0.9%	3.8% + Fixed Fee

	<i>US, Canada, Europe I</i> **	1.0%	3.9% + Fixed Fee
	<i>Europe II</i> ***	1.5%	4.4% + Fixed Fee
	<i>All other countries</i>	2.0%	4.9% + Fixed Fee
<b>Australia</b>	<i>Anywhere</i>	1.0%	3.4% + Fixed Fee
<b>Brazil</b>	<i>Anywhere</i>	1.0%	7.4% + Fixed Fee
<b>Japan</b>	<i>Anywhere</i>	0.3%	3.9% + Fixed Fee
<b>U.S. and Canada</b>	<i>Anywhere</i>	1.0%	3.9% + Fixed Fee
<b>All other countries</b>	<i>Anywhere</i>	0.5%	3.9% + Fixed Fee

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

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

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

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

**Fixed Fee (based on currency received)**

<u>Currency :</u>	<u>Fee :</u>
Argentine Peso:	2.00 ARS
Australian Dollar:	\$0.30 AUD
Brazilian Real:	R\$0.60 BRL
Canadian Dollar:	\$0.30 CAD
Czech Koruna:	10.00 CZK
Danish Kroner:	2.60 DKK
Euro:	€0.35 EUR
Hong Kong Dollar:	\$2.35 HKD
Hungarian Forint:	90.00 HUF
Israeli New Shekel:	1.20 ILS
Japanese Yen:	¥40.00 JPY

Malaysian Ringgit:	2.00 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	\$0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zloty:	1.35 PLN
Russian Ruble: ^	10.00 RUB ^
Singapore Dollar:	\$0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
New Taiwan Dollar:	\$10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	£0.20 GBP
U.S. Dollar:	\$0.30 USD

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

#### 8. Other changes

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

### Amendment to the PayPal Privacy Policy

Effective Date: Oct 18, 2013

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#### • Amendment to the PayPal Privacy Policy

##### 1. Information We Collect

We have amended section 3 to outline details of further information that we may request from you when you use certain functionalities provided by us, to clarify the types of information about you and your business that we may obtain from credit reference or fraud agencies, to clarify the types of public information about you and your business that we may obtain from social media platform and to outline how and why we may collect and use information about you from transaction related communication on PayPal's or eBay's conflict resolution platforms.

The part of section 3 labelled "**Our Use of Cookies**" **has been** relabelled as "Our Use of Cookies, Web Beacons, Local Storage and Similar Technologies". We have amended this section to further clarify how and why PayPal uses these technologies, with further detailed explanations found [here](#).

The amended parts of section 3 now read as follows (presented in context with the clause heading):

##### " 3. Information We Collect

###### **Required Information**

*To open a PayPal account or use the PayPal Services, you must provide your name, address, phone number, and email address. In order to make payments through the PayPal Services, you must provide credit card, debit card or bank account information. We also ask you to choose two different security questions to answer (such as your city of birth or your pet's name). This required information is necessary for us to process transactions, issue a new password if you forget or lose your existing password, protect you against credit card fraud and current account fraud, and contact you should the need arise in administering your account or the PayPal Services.*

*We will also require other commercial and/or identification information if you send or receive certain high-value transactions or high overall payment volumes through the PayPal Services or as is otherwise required in order for us to comply with our anti-money laundering obligations under European law.*

*When you access PayPal using a mobile device (e.g. a smartphone), we may additionally collect and store device sign-on data (including device ID) and geolocation data in order to provide our services.*

If you use certain functionalities provided by us (such as the PayPal POS Functionality available in your mobile app) we may ask you to upload a picture of you in order to provide these specific services.

...

### **Information about You from Third Parties**

In order to protect all our customers against potential fraud, we verify the information you provide with the "Payment Processors" and/or "Credit Reference and Fraud Agencies" listed in the table under the section "Disclosure to Third Parties other than PayPal Customers" below. In the course of such verification, we receive personally identifiable information about you from such services. In particular, if you register a credit card or debit card or bank account with PayPal, we will use card authorisation and fraud screening services to verify that your bank or card information and address match the information you supplied to PayPal, and that the card has not been reported as lost or stolen.

If you send or receive high overall payment volumes through the PayPal Services, or if as a merchant have limited selling history, in some circumstances we will conduct a background check on your business by obtaining information about you and your business, and potentially (if legally permitted) also about your directors, shareholders and partners, from a credit reference or fraud agency such as Dun & Bradstreet, as listed in the table under the section entitled, "Disclosure to Third Parties other than PayPal Customers" below. If you owe us money, we may conduct a credit check on you by obtaining additional information about you from a credit reference or fraud agency, to the extent permitted by law. PayPal, at its sole discretion, reserves the right to periodically retrieve and review a business and/or consumer credit report supplied by such credit reference or fraud agency for any account, and reserves the right to close an account based on information obtained during this credit review process.

If you use your PayPal account to sell items, we may also collect public information about your business and your behaviour on social media platforms (such as the e-mail address and the number of "likes" and "followers"), to the extent relevant to confirm an assessment of your transactions and/or your business, including its size and the size of its customer base.

We may also collect information from members of the eBay Inc. corporate family or other companies (subject to their privacy policies). If you are sending transaction related communication on PayPal's or eBay's conflict resolution platforms to your buyer or seller, we may collect such information in order to assess your transactions and any risk associated with your activities, as well as for fraud detection, prevention, and or remediation of fraud, or other illegal actions or to detect, prevent or remediate violations of policies or the applicable user agreements.

...

### **Our Use of Cookies , Web Beacons, Local Storage and Similar Technologies**

When you visit or interact with our sites, services, applications, tools, advertising, and messaging (such as email), we or our authorised service providers may use cookies, web beacons, and other similar technologies for storing information to help provide you with a better, faster, and safer experience. This page is designed to help you understand more about these technologies and our use of them on our sites and in our services, applications, and tools. Below is a summary of few key things you should know about our policy related to the use of such technologies. You can review our full policy [here](#).

We offer certain site features, services, applications, and tools that are available only through our use of these technologies. You are always free to block, delete, or disable these technologies if your browser or device so permits. However, if you decline cookies or other similar technologies, you may not be able to use certain site features, services, applications, or tools. You may also be required to re-enter your password more frequently during a session. For more information on how you can block, delete, or disable these technologies, please review the Help section of your browser, add-on, application, or device.

Where applicable, we protect our cookies and other similar technologies so that only we and/or our authorised service providers can interpret them by assigning them a unique identifier that is designed for interpretation only by us. You may encounter cookies, web beacons, or other similar technologies from authorised third parties, commonly called service providers, that we have contracted with to assist us with various aspects of our site operations, or to provide you our services, applications, and tools. We use both "session" and "persistent" cookies, as well as first-party and third-party cookies and similar technologies.

Our uses of these technologies fall into the following general categories:

1. **Operationally Necessary** – allow us to operate our sites, services, applications, and tools, and ensure their safety and security, and allow you to access these sites, services, applications, and tools;
2. **Performance-Related** – are useful in order to assess the performance of our sites, services, applications, and tools;
3. **Functionality-Related** – offer you enhanced functionality when using our sites, services, applications, and tools; and
4. **Advertising- or Targeting-Related** – are used by us or our third-party advertising providers to deliver content, including advertisements relevant to your interests.

We may work with third-party companies, commonly known as service providers, who may place third-party cookies, web beacons, or similar technologies for storing information on our sites or in our services, applications, and tools with our permission. These service providers help us operate our sites, applications, services, and tools, and provide you with a better, faster, and safer experience;

Our sites, services, applications, and tools may use third parties, such as network advertisers and ad exchanges, to serve advertisements. These third-party ad networks and exchange providers may use third-party cookies, web beacons, or similar technologies to collect information to provide you with their services. They may also collect your device identifier, IP address, or identifier for advertising (IDFA), which may be used to tailor the advertising you see on our sites or elsewhere on the web."

## **2. Our Use and Disclosure of Information**

The part of section 4 labelled "Internal Uses" has been amended to clarify how we may use your personal information and now reads as follows:

**"Internal Uses**

*We collect, store and process your personal information on servers located in the United States and operated by our parent company, PayPal Inc and elsewhere in the World where PayPal facilities are located. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to:*

1. *provide the services and customer support you request;*
2. *resolve disputes, collect fees, and troubleshoot problems;*
3. *detect, prevent, and/or remediate fraud or other potentially illegal or prohibited activities, or to detect, prevent or remediate violations of policies or applicable user agreements;*
4. *customise, measure, and improve our services and the content and layout of our website;*
5. *deliver targeted marketing and advertising, service updates, and promotional offers based on the communication preferences you have defined for your PayPal account (please refer to the section "Our Contact with PayPal Customers" below) and your activities when using the PayPal Services; and*
6. *compare information for accuracy, and verify it with third parties."*

The part of section 4 labelled "Disclosure to Other PayPal Customers" has been amended to clarify the circumstances in which we may share certain elements of your information. The amended segment of this part of section 4 now reads as follows (presented in context with the clause heading):

**" Disclosure to Other PayPal Customers**

*If you are a registered PayPal user, your name, email address, Skype ID (if applicable), phone number (if applicable) date of sign-up, the number of payments you have received from verified PayPal users, and whether you have been verified to have control of a bank account are made available to other PayPal customers whom you have paid or senders who are attempting to pay you using the PayPal Services. If you are a Business account holder, we will also display to other PayPal customers the website address (URL) and customer service contact information that you provide us. In addition, this and other information may also be shared with third parties when you use these third parties to access the PayPal Services. However, your credit card number, bank account and other financial information will not be revealed to anyone whom you have paid or who has paid you through the PayPal Services or third parties that use the PayPal Services, except with your express permission or if we are required to do so pursuant to credit card rules, a court order or other legal process.*

*If you are buying goods or services and pay through PayPal, we may provide the seller with the delivery address for the goods and your billing address to complete your transaction. If an attempt to pay your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful payment. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.*

*If you are using the PayPal POS Functionality on your mobile app, we may share your picture that you have stored with your mobile app with the seller with whom you are attempting to transact in order to verify your identity, as well as the fact that that you are within local reach as a customer.*

... "

**3. Our Use and Disclosure of Information - Disclosure to Third Parties other than PayPal Customers**

The part of section 4 labelled "Disclosure to Third Parties other than PayPal Customers" now includes a new paragraph c. which explains how and why we may disclose certain information about you as a merchant to our integration partners, The new paragraph c. reads as follows (presented in context with the root clause):

**" Disclosure to Third Parties other than PayPal Customers**

*PayPal will not sell or rent any of your personal information to third parties for their marketing purposes without your explicit consent, and will only disclose this information in the limited circumstances and for the purposes described in this policy. This includes transfers of data to non-EEA member states. Specifically, you consent to and direct PayPal to do any and all of the following*

...

*c. If you as a merchant use a third party to access or integrate PayPal, we may disclose to any such partner the status of your PayPal integration, whether you have an active PayPal account and whether you may already be working with a different PayPal integration partner. "*

**Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.**

**In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.**

Paragraph d (formerly paragraph c) of the part of section 4 labelled "Disclosure to Third Parties other than PayPal Customers" has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared as set out in the table below.

Please note we have clarified at the entry relating to Credit Reference and Fraud Agencies that, in addition to the stated purposes, PayPal uses your personal information to detect, prevent, and/or remediate fraud or other illegal actions, or to detect, prevent or remediate violations of policies or

applicable user agreements.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
<b>Customer Service Outsourcing</b>			
	ePerformax Contact Centers & BPO (USA), Genpact International Inc. (USA)	Customer services regarding payments relating to North America and Asia	Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.
<b>Credit Reference and Fraud Agencies</b>			
	Accumio Finance Services GmbH (Germany), CEG Creditreform Boniversum GmbH (Germany), Bürger Wirtschaftsinformationen GmbH & Co. KG (Germany)	<p>To verify identity and address and retrieve contact phone numbers and addresses, establish risk associated with address, identity; research and testing as to appropriateness of new products and services. To assist in making decisions concerning the credit worthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and merchants, including without limitation, in relation to credit products offered by PayPal and offering direct debit payments as payment method.</p> <p><b>The creditworthiness scores that we request from these agencies that include scores that are calculated according to mathematical-statistical procedures. Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</b></p> <ul style="list-style-type: none"> <li>• retained by the database for audit purposes and for scoring of such customer's creditworthiness;</li> <li>• any such score may be disclosed to other third parties for the purpose of gauging creditworthiness. and</li> <li>• transferred outside of the EU and on a global basis.</li> </ul>	Name, address, date of birth, email address, account status, account balance, and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.
	SCHUFA Holding AG (Germany), infoscore Consumer Data GmbH (Germany)	<p>To verify a customer's identity and address, carry out checks for the prevention and detection of failing direct debit payments, and of crime including fraud and/or money laundering, including checks on the linkage of the customer and its bank account, to help determine creditworthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and of merchants, and for research and testing as to appropriateness of new products and services. <b>The creditworthiness scores that we request from these agencies include scores that are calculated according to mathematical-statistical procedures. Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</b></p> <ul style="list-style-type: none"> <li>• retained by the database for audit purposes and for scoring of such customer's creditworthiness;</li> <li>• any such score may be disclosed to other third parties for the purpose of gauging creditworthiness and</li> </ul>	Name, address, email address, date of birth, gender, bank account details, information on failed direct debit payments from a bank account (without linkage to the identity of the customer), and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account.

	<ul style="list-style-type: none"> <li>• transferred outside of the EU and on a global basis. Further, in relation to customers who have a German PayPal account, the information on a failed direct debit payment may be:</li> <li>• retained by the infoscure database for audit purposes;</li> <li>and</li> <li>• (without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments.</li> </ul>	
Tracesmart Ltd (UK)	<ul style="list-style-type: none"> <li>o To identify customers and assist with fraud detection, prevention, and or remediation of fraud, or other illegal actions or to detect, prevent or remediate violations of policies or the applicable user agreements.</li> </ul>	Title, name, address, date of birth and telephone number
Zoot Enterprises, Inc. (USA)	To process technical applications and to provide a data and document gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies. To also aggregate data from internal and external data sources and provide statistical analysis in order to assess the risk of fraud.	All account information and documents supplied by customers, to include information used to provide identity and address. This information may also include IP addresses.
First Data Corporation (USA)	To process merchant-initiated and customer-authorized transactions and to provide account/card processing services, to store transaction, payment and other customer data related to those transactions.	All account information and documents supplied by customers, to include information used to provide identity and address.
La Banque de France (France), GB Group plc (UK), SysperTec Communication (France)	Research and testing as to appropriateness of new products and services used to establish risk associated with address, identity, and associated with a customer's credit worthiness.	Name, address, date of birth, phone number, email address
<b>Marketing and Public Relations</b>		
Mediaplex Inc. (USA)	To execute and measure retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.	PayPal Account ID (as appropriate) as well as device ID used by a specific person, content of advertisements to be delivered and segmentation in a user group for advertisement purposes
Facebook, Inc (USA) and Facebook Ireland Limited (Ireland)	To allow PayPal to facilitate the sharing by a PayPal user of transaction details that relate to a purchase made by that PayPal user with users of the Facebook platform (only when initiated by that PayPal user.) and to implement failover carrier billing and to show Facebook users advertisements on Facebook.	Name of merchant, merchant website URL, description of item purchased and price of item.; e-mail address associated with PayPal users (without indicating account relationship).
Eloqua Limited (Canada)	To develop, measure and execute marketing campaigns.	Name, business name, address and registration number of merchant, name, job title, email address, phone number of merchant's contact person, merchant website URL, PayPal account number, third party applications used by the merchant, behaviour on PayPal website.
Nanigans, Inc. (USA), Fiksu, Inc. (USA), Ad-X Limited (UK)	Help identify behaviour in the mobile app in order to guide decision about targeted marketing; to help efficiently handling and optimising mobile campaigns on social networks and elsewhere in the web	Device ID used by a specific person, events in the mobile app about the use of the mobile app by a specific user (including, without

		limitation, login, successful completion of the transaction), but no payment and financial information details. Content of advertisements to be delivered to specific users and, as appropriate, segmentation group to which such person belongs to for advertisement purposes.
<b>Operational services</b>		
KSP Kanzlei Dr. Seegers (Germany), BFS Risk & Collection GmbH (Germany); HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)	To collect debt; to handle reporting to credit reference agencies about defaulting customers.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, name of funding source provider, applicable details of account behaviour and correspondence relevant for reporting to credit reference agencies.
Webbank (USA)	Only for customers who are also customers of Bill Me Later, Inc.: to help with accounting and recovery services	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
Zyklop Inkasso Deutschland GmbH (Germany), PNO inkasso AG (Germany)	To collect and manage debt, to support collections teams in case of insolvent customers	Name, address, phone number, account number, email address, account type, account status, last four digits of financial instruments account, sort code and name of funding source provider, account balance, date and amount of last payment, results of creditworthiness checks
CartaSi S.p.A - Gruppo ICBPI (Italy)	To assist in the production of innovative payment methods (e.g. applications) and processing of payments through such innovative payment methods.	All account information.
RR Donnelley and Sons Company (USA)	To provide printing services such as statements and other printed materials	Name, address, email address, and account information
<b>Group companies</b>		
PayPal Europe Services Limited (Ireland), eBay Europe Services Limited (Ireland), PayPal Malaysia Services Sdn Bhd (Kuala Lumpur), PayPal Israel Ltd (Israel), PayPal India Private Limited (India), PayPal (UK) Ltd (UK), PayPal France S.A.S. (France), PayPal Deutschland	Acting on behalf of PayPal for the purpose of customer support, risk assessment, compliance and/or other back office.	All account information.

GmbH (Germany), PayPal Spain SL (Spain), PayPal Italia Srl (Italy), PayPal Nederland BV (Netherlands), PayPal European Marketing SA (Switzerland), PayPal Polska Sp Zoo (Poland), PayPal Bilisim Hizmetleri Limited Sirketi (Turkey), PayPal International Sarl (Luxembourg) and PayPal SE (UK)		
eBay Inc. (USA), eBay Europe S.à r.l. (Luxembourg), eBay Services S.à r.l. (Luxembourg), eBay International AG (Switzerland), eBay Corporate Services GmbH (Germany), eBay France SAS (France), eBay (UK) Limited (UK), eBay CS Vancouver Inc. (Canada), eBay Partner Network Inc. (USA), eBay Internet Support (Shanghai) Co Ltd (China), eBay Enterprise Marketing Solutions (USA) (formerly GSI Commerce, Inc (USA), VendorNet Inc (USA) , PepperJam Network (USA), FetchBack (USA), GSI Media Inc. (USA), e-Dialog, Inc. (USA), M3 Mobile Co., Ltd. (Korea), MBS (USA), ClearSaleing (USA), True Action Network (USA), True Action Studio (USA)), GumTree.com Limited (UK), Kijiji International Limited (Ireland), Kijiji US Inc. (USA), mobile.de & eBay Motors GmbH (Germany), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited (Australia), Marktplaats B.V. (Netherlands), PayPal Charitable Giving Fund (USA), PayPal Giving Fund UK (UK), Tradera AB (Sweden), StubHub, Inc. (USA), Viva Group, Inc. (USA), StubHub Europe S.à r.l. (Luxembourg), StubHub Services S.à r.l. (Luxembourg), Viva Group, Inc. (USA), ProStores Inc. (USA), MicroPlace, Inc. (USA), Internet Auction Co., Ltd. (Korea), Via-Online GmbH (Germany), Bill Me Later, Inc. (USA), Zong Inc.(USA) and X.commerce, Inc. (USA).	To provide joint customers content and services ( including, but not limited to registration, transactions , failover for carrier billing accounts, and customer support), to assess risk, or to help detect , prevent and/or remediate fraud, or other potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications.	All account information.

Paragraph e (formerly paragraph d) of the part of section 4 labelled "**Disclosure to Third Parties other than PayPal Customers**" has been amended to clarify the existing definition of "All account information". The amended part of paragraph e now reads as follows:

*"For the purpose of this table, the phrase "All account information" includes: name, address, email address, phone number, IP address, machine ID, mobile phone ID and/or number , account number, account type, details of funding instruments associated with the account, details of payment transactions, details of commercial transactions, customer statements and reports, account preferences, details of identity collected as part of our "know your customer" checks on you, and customer correspondence."*

#### 4. Other changes

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

### Amendment to the PayPal Privacy Policy

Effective Date: Aug 19, 2013

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#### • Please read this document.

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/es/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

#### **It's safer**

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

#### **It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

#### **It's easier**

PayPal is the preferred web payment method because it's a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [Privacy Policy](#).

- **Amendment to the PayPal Privacy Policy.**

### 1. Disclosure to Third Parties other than PayPal Customers

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
<b>Credit Reference and Fraud Agencies</b>			
	Capita Plc (UK)	To verify identity, verify linkage between a customer and its bank account or credit/debit card, assist in making decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.  <b>Please note that data disclosed to these agencies may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.</b>	Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate) and relevant transaction information (if appropriate).
	Fraudscreen Ltd (UK)	To evaluate level of fraud risk.	Name and address.
	LexisNexis (UK)	To assist with customer authentication.	Name, address and date of birth.
	Trustev Ltd (Ireland)	To establish identity through customer's social media data, connections and credentials.	Name, address, date of birth, email address and account number.
	Tracesmart Ltd (UK)	To identify customers and assist with fraud prevention.	Title, name, address, date of birth and telephone number.
<b>Marketing and Public Relations</b>			
	Medallia, Inc.	To conduct customer service surveys.	Name, email address, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.
	Purepromoter Ltd t/a Pure360	To send service related and (depending on opt-in settings) promotional SMS messages to PayPal users.	Mobile Number.
	Pepper Global (Germany)	To execute marketing campaigns for existing merchants and prospects.	Mobile Number.
<b>Operational services</b>			
	Capita Plc (UK)	To collect debt.	Name, address, phone number, account number, date of birth, email address, account

		type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
Zoot Enterprises, Inc. (USA)	To process technical applications and to provide a data and document gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies.	All account information and documents supplied by customers such as proofs of identity and address.

## 2. Our Contact with PayPal Customers

We have added (as a new penultimate paragraph of this section) wording to clarify that we may communicate with you by SMS (and SMS communications will be treated as emails for the purpose of managing your Communication preferences). The new paragraph reads as follows:

*"We may communicate with you as described above by SMS (and SMS will be treated as an email for the purpose of managing your Communication preferences)."*

## 3. Other changes

Certain sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct minor typographical errors.

### Amendment to the PayPal User Agreement

Effective Date: May 16, 2013

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- **Please read this document.**

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/es/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

#### **It's safer**

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

#### **It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

#### **It's easier**

PayPal is a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement**

### 1. Eligibility and Types of Accounts

Section 2.1 (Eligibility) is amended to clarify the warranty and representation given by you in respect of opening an Account for the company that employs you. The amended part of Section 2.1 reads as follows:

*"You further represent and warrant to us in opening an Account with us that you are not acting on behalf of, or for the benefit of, anyone else, unless you are opening the Account for and under the direction of the company that employs you. If you are not acting for the company that employs you, the new Account must be in your own name only."*

### 2. Currency Conversion

Section 8.2 has been updated to outline how and when you may opt out of currency conversion by PayPal when sending a payment. The inserted text reads as follows:

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

### 3. Restricted Activities

Section 9.1gg is amended to clarify that you may not allow your use of PayPal to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations. The amended Section 9.1gg now reads as follows (presented in context with the clause heading):

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

...

**gg.** Allow your use of the Service to present to PayPal a risk of non-compliance with PayPal's anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with sections 3.3, 4.1 and 6.3.)”

#### 4. Seller Protection

Sections 11.3, 11.6 and 11.7 are amended to clarify the eligibility requirements of the Seller Protection. The amended section 11.3 reads as follows:

*“PayPal will pay you the full amount of an eligible payment the subject of the Claim, Chargeback, or Reversal and waive the Chargeback Fee, if applicable.*

*The PayPal seller protection for Unauthorized Payments and Item not Received Chargebacks will apply unless over the past 30 days*

- a. *the total amount of Claims (INR and/or SNAD), Chargebacks and Reversals cases issued against your PayPal account is equal to or exceeds 1% of the total payment volume received*

*AND*

- b. *is equal to or exceeds 100 Claims (INR and/or SNAD), Chargebacks and Reversal cases.*

*If you exceed the thresholds as outlined above, your eligibility for PayPal seller protection will be suspended for at least 90 days and Section 11.5 will apply.*

*After such 90 days' period, Your PayPal Account may be eligible for PayPal seller protection only if, during a 90 days period Your PayPal Account meets the following conditions:*

- c. *the total amount of Claims (INR and/or SNAD), Chargebacks and Reversals cases issued against your PayPal account remain below 1% of the total payment volume received*

*AND*

- d. *below 300 Claims (INR and/or SNAD), Chargebacks and Reversal cases were issued against your PayPal Account  
PayPal will notify You by e-mail if your eligibility for PayPal seller protection for Unauthorized Payments is declined based on the above requirements or if you may be eligible for PayPal seller protection again.”*

The amended section 11.6 reads as follows:

*“...To be eligible for PayPal seller protection, you must meet all of these requirements to be covered:*

- a. *You must respect the requirements specified in Section 11.3 in relation your PayPal Account”*

The amended section 11.7 reads as follows:

<b>Type of shipping</b>	<b>Protection for Unauthorised Payment</b>	<b>Protection for Item Not Received</b>
National/international	Proof of Postage	Proof of Delivery

#### 5. Buyer Protection

Section 13.12 is amended to clarify certain of the circumstances in which PayPal Buyer Protection claims may not be filed or progressed. The amended Section 13.12 reads as follows:

*“You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal Buyer Protection if you have already received a recovery for that purchase directly from eBay, the Payment Recipient or another third party, or if you have already filed a case for that purchase with eBay, the Payment Recipient or another third party.”*

#### 6. UK Financial Ombudsman Service (FOS)

Sections 14.2b and 14.11d have been deleted to clarify that the service offered by the FOS is available only to UK resident Users.

#### 7. Other changes

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

### Amendment to the PayPal Privacy Policy

Effective Date: Apr 16, 2013

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#### • Disclosure to Third Parties other than PayPal Customers

##### 1. Disclosure to Third Parties other than PayPal Customers

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.

In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared as set out in the table below.

<b>Category</b>	<b>Party Name and Jurisdiction (in brackets)</b>	<b>Purpose</b>	<b>Data Disclosed</b>
<b>Audit</b>			
	<i>PricewaterhouseCoopers Sàrl (Luxembourg)</i>	<i>To test PayPal's Anti Money Laundering (AML) and Know Your Customer (KYC) controls and to carry out professional auditing services for PayPal Inc. and its subsidiaries .</i>	<i>For a sample of individual customer accounts: name, PayPal account number (Customer ID), total amount received on the PayPal account, total amount sent from the PayPal account, type of PayPal account, and, as the case may be, any other relevant account information.</i>
<b>Customer Service Outsourcing</b>			
	<i>Concentrix Europe Limited (UK)</i>	<i>To allow telephone and email customer support services.</i>	<i>Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.</i>
<b>Credit Reference and Fraud Agencies</b>			
	<i>CIFAS (UK) and the CIFAS database</i>	<i>For users with UK PayPal accounts only: to prevent and detect fraud (which may include checking details on job applicants and employees and on proposals and claims for all types of insurance).</i>  <i>Please note that data disclosed to this database may be:</i>  <i>• retained by the database for audit and fraud prevention purposes;</i> <i>• disclosed to other financial institutions for the purpose of fraud prevention and detection ( including to prevent money laundering) for example, when checking details on applications for credit and other facilities, managing credit and credit related accounts or facilities, recovering debt, checking details on claims for insurance and checking details of job applicants or employees;</i>  <i>• used to determine your risk profile and for cooperation with the relevant authorities in compliance with the requirements of the Luxembourg Law of 5 April 1993 on the financial sector and laws</i>	<i>All account details and circumstances of the conduct of the account</i>

	<p><i>relating to the prevention of money laundering, terrorism and fraud (excluding the treatment of personal data in relation to solvency of the persons referred to in article 14(1)(d) of the Luxembourg Law of 5 April 1993 on the financial sector); and</i></p> <ul style="list-style-type: none"> <li>• <i>transferred outside of the EU and on a global basis.</i></li> </ul>	
<p>Accumio Finance Services GmbH (Germany), CEG Creditreform Boniversum GmbH (Germany), Bürger Wirtschaftsinformationen GmbH &amp; Co. KG (Germany)</p>	<p>To verify identity and address and retrieve contact phone numbers and addresses, establish risk associated with address, identity; research and testing as to appropriateness of new products and services.</p> <p>To assist in making decisions concerning the credit worthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and merchants, including without limitation, in relation to credit products offered by PayPal and offering direct debit payments as payment method.</p> <p><b>Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</b></p> <ul style="list-style-type: none"> <li>• <b>retained by the database for audit purposes and for scoring of such customer's creditworthiness;</b></li> <li>• <b>any such score may be disclosed to other third parties for the purpose of gauging creditworthiness.</b></li> </ul> <p><b>and</b></p> <ul style="list-style-type: none"> <li>• <b>transferred outside of the EU and on a global basis.</b></li> </ul>	<p>Name, address, date of birth, email address, account status, and in case the transfer of such information is legally justified, also certain account balance, account status, information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.</p>
<p>SCHUFA Holding AG (Germany), infoscore Consumer Data GmbH (Germany)</p>	<p>To verify a customer's identity and address, carry out checks for the prevention and detection of failing direct debit payments, and of crime including fraud and /or money laundering including checks on the linkage of the customer and its bank account, to help determine creditworthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and of merchants, and for research and testing as to appropriateness of new products and services.</p> <p><b>Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these</b></p>	<p>Name, address, email address, date of birth, gender, bank account details, information on failed direct debit payments from a bank account (without linkage to the identity of the customer), and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.</p>

	<p><b>databases in relation to customers who have a German PayPal account may potentially be:</b></p> <ul style="list-style-type: none"> <li>• <b>retained by the database for audit purposes and for scoring of such customer's creditworthiness;</b></li> <li>• <b>any such score may be disclosed to other third parties for the purpose of gauging creditworthiness.</b></li> </ul> <p><b>and</b></p> <ul style="list-style-type: none"> <li>• <b>transferred outside of the EU and on a global basis.</b></li> </ul> <p><b>Further, in relation to customers who have a German PayPal account, the information on a failed direct debit payment may be</b></p> <ul style="list-style-type: none"> <li>◦ <b>retained by the infoscore database for audit purposes; and</b></li> <li>◦ <b>(without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments.</b></li> </ul>	
Verband der Vereine Creditreform e.V. (Germany)	To determine creditworthiness of merchants.	Name, address, email-address.
ID Checker.nl BV (Netherlands) (Ireland)	To verify identity; research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth, legal form, company registration number, VAT number, proof of identity, address, or other documents requested by PayPal and the data contained therein for Risk / Compliance purposes .
Aristotle International, Inc. (USA)	To verify identity.	Name, address, date of birth
AddressDoctor GmbH (Germany),	To re-structure address data into normalized format.	Name, address , email address
Deutsche Post Adress GmbH & Co. KG (Germany)	To validate and re-structure address data into normalized format and to verify name and address.	Name, address, email address
InterCard AG (Germany)	Check and provide the linkage between a customer and bank account or credit card, research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth and bank account details
Jumio Inc (USA)	To capture and validate proofs of identity and address	All data recorded on the customer's identity and address documents
Au10tix Limited (Cyprus)	Automatic data extraction and document validation / forgery detection	Documents proving identity and address
Telovia SA (Luxembourg)	Identity validation and Know Your Customer (KYC) controls conducted for anti-money laundering purposes	Name, address, date of birth, proof of ID and address

Syniverse Technologies, LLC (USA)	Validate and apply data quality checks to phone numbers (SMS message to be sent to the customer)	Name, address, phone number.
Signicat AS (Norway)	To verify and authenticate identity	Name, address, date of birth and e-id reference number
BankersAccuity Inc. (USA)	Research and testing as to appropriateness of new products and services in relation to the validation of the account data provided to us by the user and conversion of national account data information into IBAN	Customer's bank account number and sort code and / or IBAN
ArkOwl LLC (USA)	To verify email address	Email address
<b>Marketing and Public Relations</b>		
Salesforce.com, inc. (USA)	To store merchant contact information as well as other supporting information about the business relationship .	Name, address, phone number and email address, business name, URL PayPal Account ID and other supporting information about the business relationship, such as (without limitation) name of contact person and contact information at merchant and/or partner through which merchant has been onboarded, description of products sold through PayPal communication notes and onboarding information, internal decisions about the merchant, revenue calculations and other information on the merchant's business as made available by the merchant, and information relevant for special integrations of merchants, name and address of bank.
W & J Linney Ltd (UK)	To assist in the execution of offline direct mail and marketing campaigns.	Name, email address, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.
Endlichsommer- werbung in bester gesellschaft mbh (Germany) and Crossover Communication GmbH (Germany)	To assist in the execution of offline direct mail and marketing campaigns	Name, address, business name , type and nature of PayPal services offered or used.
optivo GmbH (Germany)	To send emails; email marketing	Name of the merchant, name of the contact person, email address, address, status, client ID and shop system.
Axiom France SAS (France), Axiom Ltd (UK) and Axiom GmbH (Germany)	To collect additional user information and better target marketing campaigns.	Name, address, email address , date of birth and phone number.
Business support services - b2s, SAS (France)	To store merchants' contact information for marketing communications to those merchants.	Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.
Tenthwave Digital, LLC (USA)	To notify winners and prize fulfillment for winners of survey sweepstakes	Name and email address, for sweepstakes winners and alternates only.
Marketing and Planning Systems, LLC. USA (USA), Dynamic Logic, Inc. (USA), GfK Custom Research LLC (USA), Millward Brown, Inc. (USA) and Radius Global Market Research, LLC (USA)	To conduct customer service and marketing surveys	Name, email address, type of account, type and nature of PayPal services offered or used, and relevant transaction information.

Zeuner S.p.A. (Italy), Accueil Srl (Italy) and CallCenterNet Italy s.r.l. (Italy)	To store merchants' contact information for marketing communications to those merchants.	Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.
KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Germany, Austria), NCO Europe Limited (UK), Robinson Way Limited (UK), Intrum Justitia Limited (UK), IQOR Recovery Services Limited (UK), Compagnie Francaise du Recouvrement (France), EOS Solutions UK Plc (UK), Transcom Worldwide S.A. (UK), Transcom Worldwide (UK) Limited (UK), Newman & Company Limited (UK), Clarity Credit Management Solutions Limited (UK), eBay Europe Services SARL (Luxembourg); EOS Solution Deutschland GmbH (Germany), EOS Aremas Belgium SA/NV (Belgium), EOS Nederland B.V. (Netherlands), Arvato Infoscore GmbH (Germany), Arvato Services Iberia (Spain), Infoscore Iberia (Spain), BFS Risk & Collection GmbH (Germany), Transcom WorldWide (France), SAS (France) Transcom WorldWide S.p.A. (Italy), HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)	To collect debt.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
Beggies Traynor Group plc (UK), Moore Stephens LLP (UK)	To collect debt from insolvent customers	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
mediafinanz AG (Germany)	To collect debt, to request and proceed information from and to Schufa, Buergel and other credit reference and fraud agencies for PayPal	Name, address, phone number, account number, date of birth, business name, email address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider, credit score received from agency, account performance data
Informa Solutions GmbH (Germany)	To request and proceed information from and to Schufa, Buergel and other credit reference and fraud agencies in and from and to ID Checker .	Name, date of birth, business name, legal form, address, company registration number and VAT number.  For the purpose of verification of identity also: other information contained in documents requested by PayPal for Risk / Compliance purposes.  For customers with a German PayPal account also: phone number, email address, date of birth, length of time at address, length of time in business, length of time with PayPal, funding instrument including bank account and credit /debit card details and relevant transaction information, credit score received on behalf of PayPal from a credit reference agency, account number, account type, account status, account balance, details of account transactions and liabilities, negative account performance data.
Robertson Taylor Insurance Brokers Limited (UK)	Consultation with respect to risk assessment of specific merchants and merchant transactions	Name, address, phone number, account number, business contact details, domain name, email address, account type, account balance, details of account

		<i>transactions and liabilities, account status and account performance information as required for the Purpose .</i>
<i>Consultix GmbH (Germany)</i>	<i>To assist in the creation of PayPal Business Accounts for merchants on-boarding through their bank's or other contract partner payment or service gateway.</i>	<i>All information provided by the merchant (directly or via his/her bank or other contract partner ) for the purpose of creating his/her PayPal business account (including without limitation email address, address, business name, business contact details and bank account details).</i>
<b>Group companies</b>		
<i>eBay Corporate Services GmbH (Germany), eBay France SAS (France), eBay (UK) Limited (UK) and X.commerce, Inc. (USA)</i>	<i>To provide joint customers content and services (like registration, transactions and customer support), to assess risk, or to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications .</i>	<i>All account information.</i>
<b>Agencies</b>		
<i>CNPD (Luxembourg) and Risolvi Online (Italy)</i>	<i>To provide the Agencies listed with information within their authority (upon their request) and to respond to queries and/or investigations instigated by users or other stakeholders in the countries where they have jurisdiction.</i>	<i>All account information</i>

## 2. Other changes

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

## Amendments to the Commercial Entity Agreements and the PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: Mar 01, 2013

 [Print](#)  [Download PDF](#)

- **Please read this document.**

These changes are effective on the Effective Date.

- **Amendment to the Commercial Entity Agreements**

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

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

- **Amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement**

Sections 4.3 "PayPal Seller protection" of the PayPal Website Payments Pro and Virtual Terminal Agreement is amended to clarify the eligibility requirements of the Seller Protection.

The amended Section 4.3 "PayPal Seller Protection reads as follows:

**" 3. PayPal seller protection.** *PayPal seller protection under this Agreement is available to:*

1. *Payment Recipients with registered PayPal Account(s) in Spain who receive PayPal and/or card payments from buyers making an eligible purchase via eBay (worldwide and everywhere PayPal is accepted); and*
2. *Payment Recipients with registered PayPal Account(s) in Spain who receive PayPal and/or card*

payments from buyers making eligible purchases outside of eBay.

*For the sake of clarity, all other terms of the User Agreement relating to PayPal Seller Protection as defined in Article 11 of such User Agreement are fully applicable to You. "*

Your PayPal Website Payments Pro and Virtual Terminal Agreement contains a schedule that features (and incorporates by reference) the PayPal Commercial Entity Agreements. This schedule has been amended to reflect the latest changes made to the PayPal Commercial Entity Agreements described above. PayPal is not a party to the PayPal Commercial Entity Agreements. You do not need to do anything to accept the change.

## Amendment to the PayPal User Agreement and PayPal Bonuses Policy

Effective Date: Oct 09, 2012

 [Print](#)  [Download PDF](#)

- **Please read this document.**

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/es/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

### **It's safer**

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

### **It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

### **It's easier**

PayPal is a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Summary of changes.**

1. The Merchant Referral Bonus Program ("the Bonus") will be discontinued for all account holders and the PayPal Bonuses Policy will no longer be in effect. Active account holders will receive an email from PayPal indicating an end date specific to their current participation in the Bonus program. You will receive this email at least 60 days in advance of the end date. Once your end date is in effect, new referrals will no longer be tracked or accumulate toward this bonus program. In addition, bonus accrual payments will be stopped. Any final accrued bonus balances from your referrals will be paid to your PayPal account in accordance with the standard 30 day payout cycle. Your PayPal account is not impacted in any way with the discontinuation of this program. For further assistance, contact us via the [Contact Us](#) form. Accordingly, the User Agreement will be amended to delete the reference to the Merchant Referral Bonus Policy and the PayPal Bonuses Policy will be deleted from the PayPal website.
2. We are also changing the Buyer and Seller Protection Programmes to so that a signature is no longer required for Proof of Delivery.

- **Amendment to the PayPal User Agreement.**

### **Preamble**

1. The words 'Merchant Referral Bonus Policy' are deleted.

### **Seller Protection Programme**

1. Section 11.9 is deleted and replaced with the following:

#### **11.9 What is "Proof of Delivery"?**

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

- a. A status of "delivered" (or equivalent) and the date of delivery.
- b. The recipient's address, showing at least the city/county or postcode (or international equivalent).

2. Section 13.5d is deleted and replaced with the following:

#### **d. Comply with PayPal shipping requests in a timely manner**

*For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the Payment Recipient – or to PayPal - or a third party at your expense and to provide Proof of Delivery. Proof of Delivery requirements are set out in section 11.9 above. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require*

you to destroy the item and to provide evidence of its destruction.

- Section 15 is amended to delete the definition of 'Signature Confirmation'.

#### Deletion of PayPal Bonuses Policy

This entire policy is deleted.

### Amendment to the PayPal User Agreement and Acceptable Use Policy

Effective Date: Jul 10, 2012

 [Print](#)  [Download PDF](#)

- **Please read this document.**

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/es/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

#### **It's safer**

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

#### **It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

#### **It's easier**

PayPal is a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement**

- **1. Preamble**

A new second paragraph of the User Agreement under the heading 'Important' is inserted to clarify your obligations under the User Agreement. The same paragraph is duplicated in section 14.6. The inserted paragraph reads as follows:

**"You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the PayPal Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions."**

- **2. Third party initiated payments**

Section 3.10 is amended to clarify the obligations of a third party who is seeking to initiate a third party request such as "subscriptions", "automatic payments", "preapproved payments" or "Recurring Payments". The obligations focus on providing notice to the account holder whose account is being debited. The amended section 3.10 now reads as follows (presented in context with the clause heading):

**"3.10 Third party initiated payments (including Recurring Payments).** A third party initiated payment is a payment made on the basis of your advance Authorisation to a third party (for example, a merchant or eBay) to collect funds from your PayPal Account.

One example of this type of payment is a "Recurring Payment" which is a third party initiated payment made on a recurring basis (whether sporadically or periodically) that can be managed via your PayPal Account. Sometimes Recurring Payments are also called "subscriptions", "preapproved payments" or "automatic payments".

By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time basis, sporadic, or on a (sporadically or periodically) recurring basis until you cancel your arrangement or authorisation with the applicable third party. **You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.** 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 your third party initiated 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 third party initiated payments being based on fluctuating exchange rates. Third parties 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 Account will be deducted (including changes to those amounts) and that they will give prior notice of the deduction to the User; and
- agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment and that they will be liable to PayPal for any refunds of such payment,

unless such refund is not made as a consequence of any violation of their obligations under this section.

You agree that you cannot request a refund from PayPal for third party initiated payment unless:

- a. the Authorisation did not specify the exact amount of the payment transaction when the Authorisation 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; or
- b. your consent to the making of the third party initiated payment was not given as set out in section 3.1(e); or
- c. 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
- d. you notify us of the request within 8 weeks from the date the payment was made; and
- e. 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. Surcharge

Section 4.5 has been amended to better specify applicable legal framework in relation to surcharges. The amended section 4.5 now reads as follows

**"4.5 Non discouragement.** In representations to your customers or in public communications, you agree not to mischaracterise or disparage PayPal as a payment method. You agree that you will only surcharge for the use of PayPal in compliance with any law applicable to you. You further agree that if you do charge a buyer any form of surcharge that you, and not PayPal, will inform the buyer of the requested charge. PayPal has no liability to any buyer where you have failed to inform the buyer of any surcharge. Failure to comply with the above provisions shall constitute a breach of this Agreement and shall entitle PayPal to terminate this Agreement pursuant to section 10.3."

### • 4. Fees

A cosmetic change has been made to the User Agreement to make it easier for users to read. This cosmetic change involves removing the substantive provisions of the Fees section which were contained in section 8 and moving them to a new Schedule 1 at the end of the User Agreement. In addition to this cosmetic change, the fees section has been changed to include fees applicable for transactions involving Russian Rubles for when PayPal permits Russian Ruble transactions. The new Schedule 1 Table of Fee now reads:

#### "Schedule 1. Table of Fees

Fees depend on whether you are making a Commercial Transaction or a Personal Transaction.

A **"Commercial Transaction"** involves buying and selling goods and services, or payments received when you "request money" using PayPal.

A **"Personal Transaction"** involves sending money (initiated from the "Personal" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making a purchase (that is, the payment is not for goods or services). If you are selling goods or services, you may not ask the buyer to send you a Personal Transaction payment for the purchase. If you do so, PayPal may remove your ability to accept any or all payments for Personal Transactions.

Please note that:

- a. you cannot send money for a PayPal Personal Transaction from some countries, including Germany or China;
- b. Indian registered Accounts may neither send nor receive Personal Transaction payments. This means that you cannot send Personal Transaction payments to Indian registered Accounts; and
- c. when a fee applies to a Personal Transaction, either the sender or the recipient pays the fee, not both. In most cases, the sender decides who pays the fee. In some cases, the sender will not be able to decide and the sender or the recipient will be required to pay the fee. If you send a Personal Transaction payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of a Personal Transaction payment will pay the Personal Transaction fee. This will be disclosed to you by the third party.

A **"Domestic Transaction"** is a transaction where both the sender and receiver execute a payment between PayPal Accounts registered in the same country or region.

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

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

#### Personal Transactions

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

#### Domestic Personal Transactions

	Fee for payment fully funded by: - PayPal Balance	Fee for payment fully or partially funded by - Debit card and/or

Transaction type	Activity	- Bank	- Credit Card
Domestic Personal Transaction	Sending or Receiving	Free (when no currency conversion is involved)	3.4% + Fixed Fee (see table below)

### Cross-Border Personal Transactions

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

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

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

**Note:** Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic Personal Transaction payments for the purpose of applying Fees.

**Fixed Fee** The Fixed Fee for Personal Transactions is based on the currency received as follows:

(based on currency received)

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Russian Ruble*	10.00 RUB*

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

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

### Commercial Transactions

Activity	Fee
<b>Sending (Buying)</b>	Free (when no currency conversion is involved)
<b>Receiving Domestic payments (Selling)</b>	3.4% + Fixed Fee (see table below) <b>Merchant rate</b> (Subject to application and pre-approval by PayPal. Evaluated on a case-by-case basis, including, without limitation on the following criteria: qualifying monthly sales volume, size of average shopping cart and an account in good standing, see " <a href="#">Merchant Rate</a> " page):  From 1.9% to 2.9% + Fixed Fee

#### Receiving Cross-Border payments(Selling)

The Fee for Receiving Domestic Commercial Transaction payments applies, with the percentage-based element of that fee increased by the percentage amount of the Cross Border Fee set out in the table below (depending on the sender's country).

Sender's country	Cross Border Fee
Northern Europe*	0.4%
Euro Europe/US/ Canada**	0.5%
Non Euro Europe***	1.0%
Rest of World	1.5%

\* Ald Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.

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

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

**Note:** Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments for the purpose of applying Fees.

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF

Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit	2 MYR
Mexican Peso:	4.00 M\$N
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
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U.S. Dollar:	0.30 USD

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

#### Additional Fees

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

\*Subject to the commencement of PayPal's Russian Ruble service

#### Withdrawing your Balance

#### Withdrawal to a bank account: free

#### Chargeback Fee

To cover the cost of processing Chargebacks, PayPal assesses a settlement fee to sellers for credit and debit card payment chargebacks. (A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer). This Fee does not apply if the transaction is covered by PayPal's Seller Protection Programme.

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

Argentine Peso:	80.00 ARS
Australian Dollar:	22.00 AUD
Brazilian Real:	35.00 BRL
Canadian Dollar:	20.00 CAD
Czech Koruna:	400.00 CZK
Danish Krone:	120.00 DKK
Euro:	16 EUR
Hong Kong Dollar:	155.00 HKD
Hungarian Forint:	4325 HUF
Israeli Shekel:	75.00 ILS
Indian Rupee:	950.00 INR
Japanese Yen:	1,875 JPY
Malaysian Ringgit:	65.00 MRY

Mexican Peso:	250.00 MXN
New Zealand Dollar:	28.00 NZD
Norwegian Krone:	125.00 NOK
Philippine Peso:	900.00 PHP
Polish Zlotych:	65.00 PLN
Russian Ruble*	640.00 RUB*
Singapore Dollar:	28.00 SGD
Swedish Krona:	150.00 SEK
Swiss Franc:	22.00 CHF
Taiwan New Dollar:	625.00 TWD
Thai Baht:	650.00 THB
Turkish Lira:	30.00 TRY
U.K. Pounds Sterling:	14.00 GBP
U.S. Dollar:	20.00 USD

\*Subject to the commencement of PayPal's Russian Ruble service

#### Commercial Transaction Refund Fee

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

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

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

#### Sending Payments through PayPal Mass Payments

2% of total payment amount

A maximum fee cap per payment applies as follows for Domestic Transactions, (based on payment currency):

Argentine Peso:	25.00 ARS
Australian Dollar:	8.00 AUD
Brazilian Real:	12.00 BRL
Canadian Dollar:	7.00 CAD
Czech Koruna:	140.00 CZK
Danish Krone:	42.00 DKK
Euro:	6.00 EUR
Hong Kong Dollar:	55.00 HKD
Hungarian Forint:	1540 HUF
Israeli Shekel:	25.00 ILS
Japanese Yen:	600 JPY
Malaysian Ringgit:	25 MYR
Mexican Peso:	85.00 MXN
New Zealand Dollar:	10.00 NZD
Norwegian Krone:	45.00 NOK
Philippine Peso:	320.00 PHP
Polish Zlotych:	23.00 PLN

Russian Ruble*	240.00 RUB*
Singapore Dollar:	10.00 SGD
Swedish Krona:	50.00 SEK
Swiss Franc:	8.00 CHF
Taiwan New Dollar:	220.00 TWD
Thai Baht:	230.00 THB
Turkish Lira:	12 TRY
U.K. Pounds Sterling:	5.00 GBP
U.S. Dollar:	7.00 USD

\*Subject to the commencement of PayPal's Russian Ruble service

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

Argentine Peso:	150.00 ARS
Australian Dollar:	50.00 AUD
Brazilian Real:	75.00 BRL
Canadian Dollar:	45.00 CAD
Czech Koruna:	850.00 CZK
Danish Krone:	250.00 DKK
Euro:	35.00 EUR
Hong Kong Dollar:	330.00 HKD
Hungarian Forint:	9250 HUF
Israeli Shekel:	160.00 ILS
Japanese Yen:	4000 JPY
Malaysian Ringgit:	150.00 MYR
Mexican Peso:	540.00 MXN
New Zealand Dollar:	60.00 NZD
Norwegian Krone:	270.00 NOK
Philippine Peso:	1900 PHP
Polish Zlotych:	140.00 PLN
Russian Ruble*	1400.00 RUB*
Singapore Dollar:	60.00 SGD
Swedish Krona:	320.00 SEK
Swiss Franc:	50.00 CHF
Taiwan New Dollar:	1350 TWD
Thai Baht:	1400.00 THB
Turkish Lira:	80 TRY
U.K. Pounds Sterling:	30.00 GBP
U.S. Dollar:	45.00 USD

\*Subject to the commencement of PayPal's Russian Ruble service

**Note:** For cross border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA the Domestic Transaction cap will apply.

<p>Credit Card and Debit Card Link and Confirmation Fee (verifying credit or debit card details). In general, there is no fee to join PayPal. However, some Users, in order to increase their sending limit or as PayPal may determine, may be charged a Credit Card and Debit Card Link and Confirmation Fee.</p>	<p>Depending on currency</p> <p>1.00 GBP, 1.50 EUR, 1.95 USD, 2.45 CAD, 200 JPY, 2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 400 HUF, 50.00 CZK, 3.00 SGD, 15.00 HKD, 3.00 NZD, 70.00 TWD, 70.00 THB, 100.00 PHP, 4.00 BRL, 6.00 ARS, 20.00 MXN, 8.00 ILS or 60 RUB*.</p> <p>*Subject to the commencement of PayPal's Russian Ruble service</p> <p>This amount will be refunded when you successfully complete the credit card or debit card verification process.</p>																																														
<p>Records Request Fee</p>	<p>12 EUR (per item)</p> <p>This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.</p>																																														
<p>Bank Return Fee on Withdrawal</p> <p>This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.</p>	<p>3 Euros</p>																																														
<p>Charity Pricing</p>	<p>Subject to application and pre-approval by PayPal</p> <p>Domestic rate: 1.9% + Fixed Fee per each payment transaction.</p> <p><b>Fixed Fee for Charity Pricing</b> (depending on the payment currency received):</p> <table border="1" data-bbox="877 1041 1220 2134"> <tr><td>Argentine Peso:</td><td>2.00 ARS</td></tr> <tr><td>Australian Dollar:</td><td>0.30 AUD</td></tr> <tr><td>Brazilian Real:</td><td>0.40 BRL</td></tr> <tr><td>Canadian Dollar:</td><td>0.30 CAD</td></tr> <tr><td>Czech Koruna:</td><td>10.00 CZK</td></tr> <tr><td>Danish Krone:</td><td>2.60 DKK</td></tr> <tr><td>Euro:</td><td>0.35 EUR</td></tr> <tr><td>Hong Kong Dollar:</td><td>2.35 HKD</td></tr> <tr><td>Hungarian Forint:</td><td>90 HUF</td></tr> <tr><td>Israeli Shekel:</td><td>1.20 ILS</td></tr> <tr><td>Japanese Yen:</td><td>40 JPY</td></tr> <tr><td>Malaysian Ringgit:</td><td>2 MYR</td></tr> <tr><td>Mexican Peso:</td><td>4.00 MXN</td></tr> <tr><td>New Zealand Dollar:</td><td>0.45 NZD</td></tr> <tr><td>Norwegian Krone:</td><td>2.80 NOK</td></tr> <tr><td>Philippine Peso:</td><td>15.00 PHP</td></tr> <tr><td>Polish Zlotych:</td><td>1.35 PLN</td></tr> <tr><td>Russian Ruble:*</td><td>10.00 RUB*</td></tr> <tr><td>Swedish Krona:</td><td>3.25 SEK</td></tr> <tr><td>Swiss Franc:</td><td>0.55 CHF</td></tr> <tr><td>Taiwan New Dollar:</td><td>10.00 TWD</td></tr> <tr><td>Thai Baht</td><td>11.00 THB</td></tr> <tr><td>Turkish Lira:</td><td>0.45 TRY</td></tr> </table>	Argentine Peso:	2.00 ARS	Australian Dollar:	0.30 AUD	Brazilian Real:	0.40 BRL	Canadian Dollar:	0.30 CAD	Czech Koruna:	10.00 CZK	Danish Krone:	2.60 DKK	Euro:	0.35 EUR	Hong Kong Dollar:	2.35 HKD	Hungarian Forint:	90 HUF	Israeli Shekel:	1.20 ILS	Japanese Yen:	40 JPY	Malaysian Ringgit:	2 MYR	Mexican Peso:	4.00 MXN	New Zealand Dollar:	0.45 NZD	Norwegian Krone:	2.80 NOK	Philippine Peso:	15.00 PHP	Polish Zlotych:	1.35 PLN	Russian Ruble:*	10.00 RUB*	Swedish Krona:	3.25 SEK	Swiss Franc:	0.55 CHF	Taiwan New Dollar:	10.00 TWD	Thai Baht	11.00 THB	Turkish Lira:	0.45 TRY
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U.S. Dollar:	0.30 USD

\*Subject to the commencement of PayPal's Russian Ruble service

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

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

#### Receiving eCheques

A maximum fee cap per eCheque payment (based on the currency received) applies as follows:

Argentine Peso:	150.00 ARS
Australian Dollar:	50.00 AUD
Brazilian Real:	75.00 BRL
Canadian Dollar:	45.00 CAD
Czech Koruna:	850.00 CZK
Danish Krone:	250.00 DKK
Euro:	35.00 EUR
Hong Kong Dollar:	330.00 HKD
Hungarian Forint:	9250 HUF
Israeli Shekel:	160.00 ILS
Indian Rupee:	2000 INR
Japanese Yen:	4000 JPY
Malaysian Ringgit	150.00 MYR
Mexican Peso:	540.00 MXN
New Zealand Dollar:	60.00 NZD
Norwegian Krone:	270.00 NOK
Philippine Peso:	1900.00 PHP
Polish Zlotych:	140.00 PLN
Russian Ruble:*	1400.00 RUB*
Singapore Dollar:	60.00 SGD
Swedish Krona:	320.00 SEK
Swiss Franc:	50.00 CHF
Taiwan New Dollar:	1350.00 TWD
Thai Baht	1400.00 THB
Turkish Lira	80.00 TRY
U.K. Pounds Sterling:	30.00 GBP
U.S. Dollar:	45.00 USD

\*Subject to the commencement of PayPal's Russian Ruble service

#### Micropayments Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account at: <https://micropayments.paypal-labs.com/>. This rate will apply to all **Commercial Transaction** payments received into your PayPal account.

Activity	Fee
Domestic - Micropayments	5% + Fixed Fee*
Cross-border - Micropayments	6% + Fixed Fee*
Micropayments Fixed Fee*	As per the Fixed Fee specified by the currency received. Details of fixed Fees are available under the " <b>Detailed Pricing</b> " tab at: <a href="https://micropayments.paypal-labs.com">https://micropayments.paypal-labs.com</a> .
Note	<b>Note:</b> Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic Micropayments for the purpose of applying Fees.

Quoted fees are inclusive of all applicable taxes; however, other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account. We will provide you with the details of the amounts you receive and our charges either by e-mail or by reviewing your transaction history by logging into your Account. Unless it is proven that we have made a mistake, all fees are payable by you without set off or other deductions. We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service."

## • 5. Currency Conversion

A cosmetic change has been made to the User Agreement to make it easier for users to read. This cosmetic change involves collating various provisions which relate to currency conversions which are conducted on the user's behalf by PayPal into one section and clarifying that where payments are funded by a Debit or Credit Card and involves a currency conversion, the user authorises PayPal to convert the currency in place of their Credit or Debit card issuer. Section 8 now reads:

### "8. Fees and Currency Conversion

**8.1 Fees.** Fees for Users registered in Spain are set out in in Schedule 1. For the avoidance of doubts, a User with a PayPal Account not registered in Spain, will be liable to PayPal for the fees as set out in the terms of the User Agreement applicable in the country where the User is registered or as set out in the Fee Table accessible via the "footer" of each page of the PayPal website applicable to the country where the User is registered. If other Fees apply for services or functionalities not referred in Schedule 1 below, you will be notified of those Fees on the PayPal Website(s) where those other services or functionalities are offered or provided.

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

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

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

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

A Currency Conversion Fee (as set out in Schedule 1 of this Agreement) will apply whenever PayPal performs a currency conversion."

## • 6. Seller Protection

Section 11 of the User Agreement has been amended to clarify that Seller Protection is only available for physical, tangible goods and does not apply to transactions using Zong.

Section 11.6 now reads:

### "11.6 Eligibility Requirements

#### What are the eligibility requirements for PayPal seller protection?

You must meet all of these requirements to be covered:

- a. The item must be purchased via eBay.
- b. The item purchased must be a physical, tangible good.
- c. The transaction must be marked by PayPal as eligible for PayPal seller protection on your Account "Transaction Details" page.
- d. **Post the item to the shipping address on the "Transaction Details" page. If the item is delivered in person or if the seller posts the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a "work address" or a "gift" address) then you will not be eligible for re-imbursement under the terms of the programme.**
- e. You may access the "Transactions Details" page by logging into your PayPal Account, selecting

"History" and then selecting "Details" for the transaction.

- f. Follow the postage requirements described below.
- g. You must accept a single payment from one PayPal Account for the purchase.
- h. Respond to PayPal's requests for documentation and other information that is reasonably required by PayPal to investigate the matter in a timely manner.
- i. Your primary residence, as listed in your PayPal Account, must be in Spain."

Section 11.10 now reads:

**"11.10 What are examples of items/transactions/cases that are not eligible for seller protection?"**

- a. Items bought outside of eBay
- b. Intangible items, licenses for digital content, and services
- c. Items that you deliver (or are picked up) in person
- d. Transactions made through Zong or Virtual Terminal (if available)
- e. Claims, Chargebacks and Reversals for Significantly Not as Described
- f. Items bought on or outside of eBay via classified listings"

• **7. Buyer Protection**

Section 13 of the User Agreement has been amended to clarify that Buyer Protection is only available for physical, tangible goods and does not apply to transactions using Zong.

Section 13.3(a) now reads:

**"13.3 What type of payments are eligible for re-imbursement under PayPal Buyer Protection?"**

- a. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods. Payments for the following are not eligible for re-imbursement under PayPal Buyer Protection:
  1. intangible items
  2. services
  3. real estate (including, without limitation, residential property)
  4. businesses
  5. vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),
  6. custom made items
  7. travel tickets (including, without limitation, airline flight tickets)
  8. items prohibited by the PayPal Acceptable Use Policy
  9. items that violate eBay's Prohibited or Restricted Items Policy
  10. licences
  11. access to digital content
  12. industrial machinery used in manufacturing
  13. office or factory equipment
  14. items equivalent to cash (including, without limitation, gift cards)
  15. Items purchased using Zong, Website Payments Pro or Virtual Terminal (if available)
  16. Personal Transaction payments
  17. For SNAD Claims only: items listed outside of eBay, except items listed on a local classifieds website (i.e. a marketplace where different sellers can offer their items for sale to buyers using a classifieds format) that has agreed with PayPal to fully integrate PayPal on such website so that PayPal may be offered by any seller as a payment method. The list of such local classifieds website is accessible on the following page: [https://cms.paypal.com/es/cgi-bin/?cmd=\\_render-content&content\\_ID=ua/Classifieds\\_full](https://cms.paypal.com/es/cgi-bin/?cmd=_render-content&content_ID=ua/Classifieds_full)."

• **8. Contact Us**

Section 14.1 has been amended to clarify how to contact PayPal. Section 14.1 now reads:

**"14.1 Contact PayPal First.** If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding our Services may be reported to Customer Service online via the "Email Us" link on the "[Contact Us](#)" page at any time, or by calling the customer support telephone number located on the PayPal WebSite(s)".

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

1. Prohibited Activities
  - a. Part 2 of this section is being amended to clarify that you may not use the PayPal service for activities that relate to transactions (i.e. not only sales) involving:
    - i) the items already listed in that section; and
    - ii) additionally, stolen goods including digital and virtual goods.

- b. Part 4 of this section is being amended to clarify that you may not use the PayPal service for activities that relate to transactions involving certain credit repair, debt settlement services, credit transactions or insurance activities.

## 2. Activities Requiring Pre-Approval

This section is being amended to clarify that PayPal requires pre-approval to accept payments for certain services as set out in section 6 (which lists certain gambling activities, amongst other activities) instead of section 5.

### Amendment to the PayPal Privacy Policy

Effective Date: Jun 12, 2012

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#### • 1. Required Information

If you are accessing PayPal by way of a mobile device, the data we may collect from you or from your device might be different from a home computer, and may include specific information associated with mobile devices and the mobile use of the PayPal service. We have therefore supplemented the section on required information accordingly. The relevant part of this section reads as follows:

*"... When you access PayPal using a mobile device, we may collect and store device sign-on data (including device ID) and geolocation data in order to provide our services."*

#### • 2. Our Use of "Cookies"

We have amended this section to include the providers of retargeting cookies UIM (United Internet Media) and Fetchback which provide similar services as Google and Criteo. The relevant part of this section now reads as follows:

*"... We participate in a cookie-based exchange operated by Criteo, UIM, Fetchback and Google. Criteo, UIM, Fetchback and Google use cookies to collect anonymous information, which may be used to tailor the advertising you see on PayPal or eBay sites or elsewhere on the web, but we don't permit them to collect any personal information about you. Please visit the [Criteo](#), [UIM](#), [Fetchback](#) and [Google](#) privacy information pages to learn more about each of their practices and privacy policies, including how to opt out of their programmes..."*

#### • 3. Disclosure to Third Parties other than PayPal Customers

**Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.**

**In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.**

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties or for additional purposes for the purposes set out in the table below, or change the scope of purposes and data shared.

##### Payment Processors

<i>Visa Europe Ltd (UK) including Visa's VMAS system; Mastercard International Incorporated. (USA) including Mastercard's MATCH system</i>	<i>To share risk and fraud information in the mandatory credit card company's database regarding the conduct of a merchant's account thereby reducing exposure to fraud and breaches of scheme rules and standards.</i>	<i>All account details of merchant account, and circumstances and conduct of the account</i>
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##### Customer Service Outsourcing

<i>Lithium Technologies Inc. (USA)</i>	<i>To provide member-to-member platform services and customer service on our customer community platforms.</i>	<i>Name, email address, PayPal single sign on ID (PayPal SSN ID)</i>
<i>ILinc Communications, Inc. (USA)</i>	<i>To provide webinars (online seminars) to merchants on ILinc's platform.</i>	<i>Name, email address of merchants</i>

##### Credit Reference and Fraud Agencies

<i>CRIF (Italy), Cerved B.I (Italy), Coface (France), Synectics Solutions Limited (UK), MCL Hunter (UK), GB Group plc (UK), Graydon (UK), iQor Recovery Services Limited (UK), UK Data Limited (UK), ICC Information Limited (UK), Payment Trust Limited (UK), 192.com (UK),</i>	<i>To verify identity, verify linkage between a customer and its bank account or credit/debit card, make decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the</i>	<i>Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and</i>
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192.com Limited (UK), i-CD Publishing (UK) Limited (UK), Experian Netherlands BV (Netherlands), Experian Bureau de Credito SA (Spain), Informa D&B SA (Spain), Informa Solutions GmbH (Germany), Arvato Infoscore GmbH (Germany), and CRIBIS D&B S.r.l. (Italy).

prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.

credit /debit card details (if appropriate) and relevant transaction information (if appropriate).

**Please note that data disclosed to these agencies may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.**

Callcredit plc. (UK) including the SHARE database administered by Callcredit, Experian Limited (UK) including databases administered by Experian used for consumer and commercial referencing including CAPS credit searches and CAIS credit account performance data, Equifax Ltd (UK) including the Insight database administered by Equifax, Dun & Bradstreet Limited (UK)

To verify identity, verify linkage between a customer and its bank account or credit/debit card, make decisions concerning a customer's credit worthiness (including without limitation, in relation to credit products offered by PayPal), carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.

Name, address, phone number, email address, date of birth, length of time at address, proof of identity, legal form, length of time in business, company registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate), relevant transaction information (if appropriate), account balance and all information supplied and used for your application for the UK products "Web site Payments Pro" and "Virtual Terminal.

For users of the UK products "Website Payments Pro" and "Virtual Terminal" and UK merchants only:

- to report defaults and supply monthly account performance information, where the account shows an amount owing to us (reflected as a negative balance) for three or more consecutive months, to the databases of these third parties; and
- for the purposes set out in section 8 of this Privacy Policy.

**Please note that data disclosed to these agencies and databases may be:**

- retained by the applicable credit reference agency or database for audit and fraud prevention purposes;
- disclosed to other financial institutions for the purpose of gauging creditworthiness; and
- transferred outside of the EU and on a global basis.

CIFAS (UK) and the CIFAS database

For users with UK PayPal accounts only: to prevent and detect fraud (which may include checking details on job applicants and employees and on proposals and claims for all types of insurance).

All account details and circumstances of the conduct of the account

**Please note that data disclosed to this database may be:**

- retained by the database for audit and fraud prevention purposes;
- disclosed to other financial institutions for the purpose of fraud prevention and detection; and
- transferred outside of the EU and on a global basis.

Accumio Finance Services GmbH (Germany), Deltavista GmbH (Germany)

Establish risk associated with address, identity; make decisions concerning a customer's credit worthiness; research and testing as to appropriateness of new products and services.

Name, address, date of birth, email address

<i>SCHUFA Holding AG (Germany)</i>	<i>To verify a customer's identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering including checks on the linkage of the customer and its bank account, determine creditworthiness of merchants, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth, gender, bank account details.</i>
<i>CEG Creditreform Consumer GmbH (Germany)</i>	<i>To validate identity and address and retrieve contact phone numbers and addresses, determine creditworthiness of a user, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth.</i>
<i>Creditreform Berlin Wolfram KG (Germany)</i>	<i>To determine creditworthiness of a merchant.</i>	<i>Name, address, email-address.</i>
<i>Bürgerl Wirtschaftsinfos GmbH &amp; Co. KG (Germany)</i>	<i>To verify business identity of merchants and consumers, to validate address, research and testing as to appropriateness of new products and services.</i>	<i>All account information.</i>
<i>EOS Information Services GmbH (Germany)</i>	<i>To verify identity, to validate delivery and fraud risk in relation to users with a German PayPal account, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth</i>
<i>Global Data Corporation (USA)</i>	<i>To verify identity, carry out checks for the prevention and detection of crime including fraud, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, date of birth, telephone number, email address</i>
<i>RSA Security Inc. (USA) and RSA Security Ireland Limited (Ireland)</i>	<i>To verify identity.</i>	<i>All account information.</i>
<i>ID Checker.nl BV (Netherlands) (Ireland)</i>	<i>To verify identity; research and testing as to appropriateness of new products and services.</i>	<i>All account information and proof of identity.</i>
<i>Iovation Inc. (USA), ThreatMetrix Inc (USA)</i>	<i>To retrieve risk information regarding the IP and device from which you are accessing PayPal, research and testing as to appropriateness of new products and services.</i>	<i>IP and hardware information about the device (device ID)</i>
<i>TeleSign Corporation (USA)</i>	<i>To validate phone numbers, research and testing as to appropriateness of new products and services.</i>	<i>Telephone number</i>
<i>AddressDoctor GmbH (Germany), Deutsche Post Adress GmbH &amp; Co. KG (Germany)</i>	<i>To validate and re-structure address data into normalized format.</i>	<i>Address, email address</i>
<i>Deutsche Post Direkt GmbH (Germany), AZ Direct GmbH (Germany)</i>	<i>To validate and re-structure address data into normalized format and to verify name and address.</i>	<i>Name, address, email address</i>
<i>Easycash GmbH (Germany), Wirecard AG (Germany)</i>	<i>Check and provide the linkage between a customer and bank account or credit card, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth, bank account details, credit / debit card information</i>
<i>Mtek Systems Inc. (USA)</i>	<i>To validate images of identity documents and research and testing as to appropriateness of new products and services.</i>	<i>Proof of identity, details of bank accounts and credit/debit card information</i>
<b>Financial Products</b>		
<i>United Kapital Limited (UK) and United Kapital Limited, LLC (USA)</i>	<i>To enable you (or the merchant with which you transact) to use products issued by United Kapital with PayPal.</i>	<i>Only for PayPal merchants applying for and using products issued by United Kapital Limited: Name, business name, address, date of birth, copies of identification documents, PayPal identification</i>

		<p>(merchant ID), email address, phone number, transaction information (including, without limitation, number of PayPal transactions and transaction volume with PayPal), length of time as a PayPal user and, as the case may be, termination of the PayPal account.</p> <p>For customers of those merchants: transaction information, name, email address, phone number, address and PayPal identification number.</p>
<b>Marketing and Public Relations</b>		
<i>Eloqua Limited (Canada)</i>	<i>To develop, measure and execute marketing campaigns.</i>	<i>Name, business name, address and registration number of merchant, name, job title, email address, phone number of merchant's contact person, merchant web site URL, PayPal account number, third party applications used by the merchant.</i>
<i>Datacolor Dialog-Medien GmbH (Germany) .</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, email address, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.</i>
<i>Daniel J Edelman Ltd (UK)</i>	<i>To answer media enquiries regarding customer queries.</i>	<i>Name, address, and all customer account information relevant to customer queries.</i>
<b>Operational services</b>		
<i>Arvato Infoscore GmbH (Germany),</i>	<i>To collect debt.</i>	<i>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.</i>
<i>ITELLIUM mobile Solutions GmbH (Germany)</i>	<i>Production of innovative payment methods (e.g. applications) and processing of payments through such innovative payment methods.</i>	<i>All account information.</i>
<i>Trustwave Holdings Inc. (USA)</i>	<i>To provide PCI compliance validation services for merchant accounts and merchant integrations.</i>	<i>Business name, address, account number, merchant type, compliance program used, PCI Level, PCI Status, PCI Expiry, name, email address, phone number of merchant's contact person</i>
<i>Zoot Enterprises, Inc. (USA)</i>	<i>To process technical applications and to provide a data gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies.</i>	<i>All account information</i>
<i>Scorex (UK) Limited (UK)</i>	<i>To provide a technology solution to allow PayPal to process, send and receive credit information of users via its contracted credit reference agencies.</i>	<i>Name, address, email address, date of birth, length of time at address, phone number, legal form, length of time in business, company registration number, VAT number (if appropriate).</i>
<i>OXID eSales AG (Germany)</i>	<i>Services in connection the development and operation of a payment system for stationary trade (point of sale).</i>	<i>All account information and transaction information (as appropriate).</i>
<b>Group companies</b>		

<i>BillsAFE GmbH (Germany), Viva Group Inc. (USA)</i>	<i>To provide joint customers content and services (like registration, transactions and customer support), or to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications.</i>	<i>All account information.</i>
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Furthermore we have made a change consequential to these disclosures in sub-paragraph d. of this section, and clarified that, where we explicitly state this in the table, we may share data with databases of payment processors and of credit reference and fraud agencies for the purposes of fraud prevention and, as applicable, to assess creditworthiness. Such databases may be accessed by third parties in accordance with the respective terms of those databases and the applicable data protection laws. The relevant part of sub-paragraph d. of this section therefore reads as following:

*"... With respect to the column titled, "Purpose", each third party, with the exception of the regulatory agencies, certain of the payment processors and credit reference and fraud agencies and group companies referred to at the end of this table, is carrying out the purpose to fulfil obligations which PayPal has contracted with the entity to fulfil. The regulatory agencies are carrying out their purpose in accordance with their regulatory objectives and requirements. Where explicitly specified in the table, the payment processors and credit reference and fraud agencies may use the information in their respective databases, and forward information to third parties for the purposes of fraud prevention and the assessment of creditworthiness, in accordance with their respective terms."*

- **4. Other changes**

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

## **Amendments to the Commercial Entity Agreements and the PayPal Hosted Solution and eTerminal Agreement**

Effective Date: Mar 26, 2012

 [Print](#)  [Download PDF](#)

- **Please read this document.**

### **If you entered into the Commercial Entity Agreements or the PayPal Hosted Solution and eTerminal Agreement before January 24, 2012:**

1. These changes are effective on the Effective Date.
2. You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Date. Should you decide you do not wish to accept them you can notify us before the Effective Date to **close your account** ([https://www.paypal.com/es/cgi-bin/?&cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?&cmd=_close-account)) immediately without incurring any additional charges.

### **If you entered into the Commercial Entity Agreements or the PayPal Hosted Solution and eTerminal Agreement on or after January 24, 2012:**

1. You are already bound by the amended agreements. You can read the full text of the amended Commercial Entity Agreements [here](#) and the amended PayPal Hosted Solution and eTerminal Agreement [here](#).

- **Amendment to the Commercial Entity Agreements**

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

One of PayPal's banking partners is National Westminster Bank PLC ("**Natwest**"). Due to the recent sale of Natwest's merchant acquiring/card processing services business by the Royal Bank of Scotland Group to WorldPay (UK) Limited, Natwest has amended its direct agreement with you that forms part of the suite of Commercial Entity Agreements. The amendment means that each of the following parties replaces Natwest as a party to that agreement:

1. WorldPay (UK) Limited – if you are based in Europe; and/or
2. The Royal Bank of Scotland N.V. – if you are based in Singapore and/or Hong Kong; and/or
3. The Royal Bank of Scotland PLC - if you are based in the United States.

- **Amendment to the PayPal Hosted Solution and eTerminal Agreement**

Your PayPal Hosted Solution and eTerminal Agreement contains a schedule that features (and incorporates by reference) the PayPal Commercial Entity Agreements. This schedule has been amended to reflect the latest changes made to the PayPal Commercial Entity Agreements described above. PayPal is not a party to the PayPal Commercial Entity Agreements.

**Amendment to the PayPal User Agreement**

Effective Date: Mar 06, 2012

 [Print](#)  [Download PDF](#)

- Please read this document.

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/es/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

**It's safer**

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

**It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

**It's easier**

PayPal is the preferred web payment method in the EU because it's a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- Amendment to the PayPal User Agreement

**1. Fees**

Section 8 is amended in the following ways:

- To update Chargeback Fees
- To introduce fee caps for Receiving eCheques.

The relevant part of section 8 now reads as follows:

***"Additional Fees***

<b>Activity</b>	<b>Fee</b>																																				
<p><b>Chargeback Fee</b></p> <p><i>To cover the cost of processing Chargebacks, PayPal assesses a settlement fee to sellers for credit and debit card payment chargebacks. (A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer).</i></p>	<p><i>The Chargeback Fee is as follows and is based on the currency received as follows:</i></p> <table border="1"> <tbody> <tr> <td><i>Argentine Peso:</i></td> <td><i>70.00 ARS</i></td> </tr> <tr> <td><i>Australian Dollar:</i></td> <td><i>22.00 AUD</i></td> </tr> <tr> <td><i>Brazilian Real:</i></td> <td><i>35.00 BRL</i></td> </tr> <tr> <td><i>Canadian Dollar:</i></td> <td><i>20.00 CAD</i></td> </tr> <tr> <td><i>Czech Koruna:</i></td> <td><i>400.00 CZK</i></td> </tr> <tr> <td><i>Danish Krone:</i></td> <td><i>120.00 DKK</i></td> </tr> <tr> <td><i>Euro:</i></td> <td><i>16 EUR</i></td> </tr> <tr> <td><i>Hong Kong Dollar:</i></td> <td><i>155.00 HKD</i></td> </tr> <tr> <td><i>Hungarian Forint:</i></td> <td><i>4325 HUF</i></td> </tr> <tr> <td><i>Israeli Shekel:</i></td> <td><i>75.00 ILS</i></td> </tr> <tr> <td><i>Indian Rupee:</i></td> <td><i>950.00 INR</i></td> </tr> <tr> <td><i>Malaysian Ringgit:</i></td> <td><i>65.00 MYR</i></td> </tr> <tr> <td><i>Mexican Peso:</i></td> <td><i>250.00 MXN</i></td> </tr> <tr> <td><i>New Zealand Dollar:</i></td> <td><i>28.00 NZD</i></td> </tr> <tr> <td><i>Norwegian Krone:</i></td> <td><i>125.00 NOK</i></td> </tr> <tr> <td><i>Philippine Peso:</i></td> <td><i>900.00 PHP</i></td> </tr> <tr> <td><i>Polish Zlotych:</i></td> <td><i>65.00 PLN</i></td> </tr> <tr> <td><i>Singapore Dollar:</i></td> <td><i>28.00 SGD</i></td> </tr> </tbody> </table>	<i>Argentine Peso:</i>	<i>70.00 ARS</i>	<i>Australian Dollar:</i>	<i>22.00 AUD</i>	<i>Brazilian Real:</i>	<i>35.00 BRL</i>	<i>Canadian Dollar:</i>	<i>20.00 CAD</i>	<i>Czech Koruna:</i>	<i>400.00 CZK</i>	<i>Danish Krone:</i>	<i>120.00 DKK</i>	<i>Euro:</i>	<i>16 EUR</i>	<i>Hong Kong Dollar:</i>	<i>155.00 HKD</i>	<i>Hungarian Forint:</i>	<i>4325 HUF</i>	<i>Israeli Shekel:</i>	<i>75.00 ILS</i>	<i>Indian Rupee:</i>	<i>950.00 INR</i>	<i>Malaysian Ringgit:</i>	<i>65.00 MYR</i>	<i>Mexican Peso:</i>	<i>250.00 MXN</i>	<i>New Zealand Dollar:</i>	<i>28.00 NZD</i>	<i>Norwegian Krone:</i>	<i>125.00 NOK</i>	<i>Philippine Peso:</i>	<i>900.00 PHP</i>	<i>Polish Zlotych:</i>	<i>65.00 PLN</i>	<i>Singapore Dollar:</i>	<i>28.00 SGD</i>
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## 2. PayPal Buyer Protection

Section 13.2 is amended to update the eligibility requirements for PayPal Buyer Protection. Section 13.2 now reads:

### ***"13.2 What are the eligibility requirements for PayPal Buyer Protection?"***

*You must meet all of these requirements to be eligible for a payment under PayPal Buyer Protection:*

- a. Your payment must be for an eligible item and made from your PayPal Account (see Section 13.3 for further details on item eligibility);
- b. Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- c. Send the payment to the seller through:
  - i. The eBay “Pay Now” button or the eBay invoice, or
  - ii. for INR claims relating to purchases made outside of eBay: the Send Money tab on the PayPal website by clicking the “Purchase” tab, or the seller’s PayPal checkout flow, and
- d. Open a Dispute within 45 days of the date you sent the payment and follow the online dispute resolution process described below under “How do I resolve my problem?” in section 13.5.”

## Amendment to the PayPal Privacy Policy

Effective Date: Jan 24, 2012

 [Print](#)  [Download PDF](#)

- **Please read this document.**

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/es/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

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PayPal is the preferred web payment method in the EU because it's a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [Privacy Policy](#).

- **Amendment to the PayPal Privacy Policy**

### 1. **Our Use of "Cookies"**

We have amended this section to further clarify how and why PayPal uses cookies and to remind you that you may encounter cookies from third parties when using the PayPal Services on websites we do not control. The relevant part of this section now reads as follows:

*"...We also use cookies to customise the PayPal Services, content and advertising, to measure promotional effectiveness and to promote trust and safety.*

*We participate in a cookie-based exchange operated by Criteo and Google. Criteo and Google use cookies to collect anonymous information, which may be used to tailor the advertising you see on PayPal or eBay sites or elsewhere on the web, but we don't permit them to collect any personal information about you. Please visit the [Criteo](#) and [Google](#) privacy information pages to learn more about each of their practices and privacy policies, including how to opt out of their programmes.*

*We use cookies written with Flash technology to help prevent fraud (including, without limitation, to help ensure that your account security is not compromised and to identify irregularities in behaviour) and to support checkout functionality. You can manage Flash cookies on a per-site basis using the [Settings Manager for Adobe Flash Player](#). Although we don't recommend taking such action, this tool enables you to disable the use of Flash cookies or limit activity to specific domains, such as PayPal. You can access the tool by clicking [here](#) (to use it on the Adobe web site) or by right-clicking on any Flash content displayed on your browser and selecting "Settings" or "Global Settings" from the drop down menu..."*

### 2. **Disclosure to Third Parties other than PayPal Customers**

**Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose user data to them from time to time so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.**

**In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.**

This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties for the purposes set out in the table below.

<b>Financial Products</b>
---------------------------

<i>La Poste (France)</i>	<i>To resolve technical issues and user claims (when PayPal is being offered by the merchant through La Poste's payment solution)</i>	<i>Any Account information necessary to resolve the issue or claim</i>
<i>Findomestic Banca (Italy)</i>	<i>Registration of the credit card issued by the credit company on the user's PayPal account and the processing of funding requests made by the same user.</i>	<i>Name, email address, date of birth (as the case may be), credit card number; expiry date, three digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.</i>
<i>United Kapital Limited (UK)</i>	<i>To enable you to use products issued by United Kapital Limited with PayPal.</i>	<i>Only for PayPal merchants applying for products issued by United Kapital Limited: Name, business name, address, date of birth, copies of identification documents, PayPal identification (merchant ID), email address, phone number, transaction information (including, without limitation, number of PayPal transactions and transaction volume with PayPal), length of time as a PayPal user and, as the case may be, termination of the PayPal account.</i>
<b>Marketing and Public Relations</b>		
<i>Ipsos Mori UK Limited (UK), Ipsos GmbH (Germany), Ipsos SAS (France) and FactWorks GmbH (Germany)</i>	<i>To conduct customer service and marketing surveys.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>Text 100 SARL (France), Text 100 BV (Netherlands), Text 100 AB (Sweden), Text 100 Srl (Italy) and Text 100(Denmark)</i>	<i>To answer media enquiries regarding customer queries.</i>	<i>Name, address, and all customer account information relevant to customer queries.</i>
<i>1000Mercis SA (France) and 1000Mercis Ltd (UK)</i>	<i>To store user data to conduct marketing campaigns on behalf of PayPal.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>A McLay &amp; Company Limited (UK), TNT Post Italia (Italy) and MEILLERGHP GmbH</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, address, email address, business name, domain name, account status, account preferences, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>Acxiom France SAS (France), Acxiom Ltd (UK) and Acxiom GmbH (Germany)</i>	<i>To collect additional user information and better target marketing campaigns.</i>	<i>Name, address, email address and phone number.</i>
<i>b2s (France)</i>	<i>To store merchants' contact information for marketing communications to those merchants.</i>	<i>Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.</i>
<i>Criteo SA (France)</i>	<i>To execute retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.</i>	<i>Name, email address and phone number.</i>
<i>Heaven SAS (France)</i>	<i>To execute marketing campaigns for merchants.</i>	<i>Name of merchant, merchant website URL, description of item purchased and price of item.</i>
<i>Sotiaf Telematiques Associes SAS (France)</i>	<i>To store user data for marketing campaigns and to execute direct marketing campaigns.</i>	<i>Name, email address and phone number.</i>
<i>2engage (Germany) and Quo Vadis (Germany)</i>	<i>To conduct market surveys.</i>	<i>Name, company name, address, telephone number, domain name, e-mail address, type and nature of use of PayPal services, market segment and generalised categorisation of company size and information on participation in earlier surveys.</i>

Facebook, Inc (USA) and Facebook Ireland Limited (Ireland)	To allow PayPal to facilitate the sharing by a PayPal user of transaction details that relate to a purchase made by that PayPal user with users of the Facebook platform (only when initiated by that PayPal user).	Name of merchant, merchant website URL, description of item purchased and price of item.
SurveyMonkey Spain, Sucursal em Portugal (Portugal) and SurveyMonkey.com, LLC (USA)	To assist in carrying out user surveys.	Name, email address and details of customer campaign interaction.
Azionare GmbH (Germany)	To distribute prizes in prize promotions on Facebook.	Name and email address.
<b>Operational services</b>		
e-Dialog, Inc.	To fulfil email operations in respect of the PayPal services (including, but not limited to, operations, customer services, collections, marketing programmes and promotions).	Name, address, email address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of the PayPal services offered or used, and relevant transaction and account information.
ITELLIUMmobile Solutions GmbH	To assist in the production of innovative payment methods (e.g. applications).	All account information.
<b>Group companies</b>		
StubHub Europe S.á r.l. (Luxembourg), StubHub Services S.á r.l. (Luxembourg), GSI Commerce, Inc. (USA), e-Dialog, Inc. (USA) and Zong Inc.(USA).	To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal).	All account information.

### 3. Other changes

Sections of the PayPal Privacy Policy have been amended to clarify existing wording and correct typographical errors.

## Amendment to the PayPal User Agreement and Privacy Policy

Effective Date: Sep 07, 2011

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[Download PDF](#)

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When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

**It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

**It's easier**

PayPal is the preferred web payment method in the EU because it's a smarter, sawier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement**

## 1. Preamble

The second paragraph of the User Agreement is amended to clarify exactly which documents are incorporated by reference into the User Agreement. The amended paragraph reads as follows:

*This Agreement is a contract between you and PayPal (Europe) S.à r.l. & Cie, S.C.A. (R.C.S. Luxembourg B 118 349) ("PayPal") and applies to your use of the Services. The terms of the Acceptable Use Policy, Merchant Referral Bonus Policy and Merchant Gift Vouchers Policy located on the "legal Agreements" landing page are incorporated by reference into this Agreement and provide additional terms and conditions related to the Services. The above mentioned documents are "Ancillary Documents" for the purpose of this Agreement. For the avoidance of doubt, neither the Ancillary Documents nor the parts of this Agreement that incorporate the terms of the Ancillary Documents constitute "framework contracts" for the purpose of the EU Payment Services Directive (2007/64/EC) or any implementation of that directive in the EU or EEA (including, without limitation, the UK Payment Services Regulations 2009). This Agreement, together with other legal terms and legally required disclosures relating to your use of the PayPal Service will be provided to you, at all times on the PayPal website(s) (typically located on the "Legal Agreements" landing page). This information may also be sent to you or appear in places on the PayPal website(s) or otherwise where relevant to your use of the PayPal Services.*

## 2. Eligibility

The first sentence of section 2.1 is amended to clarify eligibility requirements for our receiving our services. The amended part of section 2.1 now reads as follows (presented in context with the clause heading):

***"2.1 Eligibility.** To be eligible for our Services, you must (i) be a resident of one of the countries listed on the [PayPal Worldwide](#) page; (ii) have full legal capacity to enter into a contract; and (iii) if you are an individual, be at least 18 years old."*

## 3. Funding Source Limitations

Section 3.6 is amended to further clarify that the availability of Funding Sources may be limited for PayPal payments made through certain third party websites or applications. Section 3.6 now reads:

***"3.6 Funding Source Limitations.** In order to manage risk, PayPal may limit the Funding Sources available for a transaction. If we limit a Funding Source, we will alert you that there is a higher than normal level of risk associated with the payment (for example and without limitation, a risk that the payment may be challenged to be unauthorised). Such a notice does not mean that either party to the transaction is acting in a dishonest or fraudulent manner. It means there may be a higher than normal level of risk associated with the payment. Funding Sources may be limited also if you make a PayPal payment through certain third party websites or applications.*

*If your Funding Sources are limited, you may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory (for instance, if one of your Funding Sources is your credit card but, as a result of a limitation of Funding Sources, you cannot fund your PayPal payment by credit card, you will not have chargeback rights for the PayPal payment)."*

## 4. Third Party initiated payments (including Recurring Payments) – refunds

The conditions for a user to be able to request a refund from PayPal for a variable Recurring Payment in Section 3.10 have been clarified. The amended part of section 3.10 now reads as follows (presented in context with the clause heading):

***" 3.10 Third party initiated payments (including Recurring Payments).***

*...*

*You agree that you cannot request a refund from PayPal for a variable Recurring Payment unless:*

- a. *the applicable amount exceeded the amount you could have reasonably been expected to make, taking into account your previous spending patterns and the circumstances of the case; or*
- b. *where your consent to the making of the Recurring Payment was not given as set out in section 3.1(e), the information relating to the Recurring 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*
- c. *you notify us of the request within 8 weeks from the date the payment was made; and*
- d. *you comply with our requests to obtain information which we reasonably require to review the circumstances of the case."*

## 5. Lifting your receiving limit

The first paragraph of section 4.1 is amended to clarify information about lifting your receiving limit. The first paragraph of section 4.1 now reads:

***"4.1 Lifting your receiving limit.** If you have a yearly receiving limit on your Account, you can view it by logging into your Account and clicking on the "ViewLimits" link on the "Account Overview". For this purpose, "yearly" relates to each calendar year. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can receive through our Service."*

## 6. Withdrawal/Redemption Limits

Section 6.2 is amended to clarify information about your withdrawal limit. Section 6.2 now reads:

**"6.2**

- a. *Withdrawal/Redemption Limits.* You agree to comply with our requests to verify your identity before we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. You can view your yearly and/or other periodic withdrawal limits, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview." For this purpose, "yearly" relates to each calendar year. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can withdraw through our Service.
- b. *Execution Times.* Redemption transactions from your Payment Account will be executed within the timeframes set out in section 3.1, however, we may review your withdrawal transaction to mitigate any risks and/or to prevent money laundering and to ascertain whether any Restricted Activity (as set out in section 9) is taking place ("Redemption Risk"). Where a Redemption Risk is identified by us, we reserve the right to restrict your Payment Instrument and/or refuse your Payment Order. When you instruct us to perform a redemption, we may treat this as a future dated Payment Order which we will execute within the timeframes set out in section 3.1 once we determine the Redemption Risk has passed. If we release the restriction and/or proceed to process your withdrawal, you agree that the date of your Payment Order will start on the Business Day the restriction was lifted."

## 7. Unclaimed Balances

Section 7.3 is amended to clarify information about the Luxembourg Caisse de Consignation. Section 7.3 now reads:

**"7.3 Unclaimed Balances on Dormant Accounts.** Subject to the remainder of this section, E-money held in your Account is not subject to any time limitation as to its validity. If you do not access your Account for a period of three years it may be closed. After closure, we may use the information you have provided us to try to send you any funds in redemption of the E-money in your Account. If that information is not correct and we are unable to complete the payment to you, we may then deposit your E-money with the Luxembourg Caisse de Consignation at Trésorerie de l'Etat, 3, rue du St-Esprit, L-1475, Luxembourg, Tel: (+352) 2478-2478, Fax: (+352) 46 72 62. For the avoidance of doubt, the Trésorerie de l'Etat, Caisse de Consignation, is not an operational unit of the PayPal, but a department of the Luxembourg Treasury operating under the jurisdiction of the Luxembourg Ministry of Finance. Please contact PayPal Customer Service at the telephone number shown on the PayPal website(s) if you have any questions about funds held in your Account if it has been closed pursuant to this section 7.3."

## 8. Fees

Section 8 is amended in the following ways:

- a. to introduce a new type of percentage based Cross Border Fee that will form a component of the updated fees for Cross Border Personal Transaction payments and Cross Border Commercial Transaction payments described in paragraph c below. The relevant Cross Border Fee is determined by the region in which the sender's PayPal account is registered. The Cross Border Fee regions (and their constituent countries) are as follows:

Northern Europe	Aland Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.
Europe I/ US/ Canada	Austria, Belgium, Canada, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte) , Germany, Gibraltar, Greece, Ireland, Isle of Man, Italy, Luxembourg, Malta, Monaco, Netherlands, Portugal, Montenegro, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State.
Europe II	Andorra, Albania, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.
Rest of World	Rest of World

**Note:** Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic transaction payments for the purpose of applying Fees;

- b. to introduce new Fixed Fees for Personal Transaction payments and Commercial Transaction payments received in Malaysian Ringgit and Turkish Lira;
- c. to update the fees for Cross Border Personal Transaction payments, which will be based, at least in part, on the Cross Border Fees;
- d. to update the Currency Conversion Fee;
- e. to extend Chargeback Fees to apply to payments received in Malaysian Ringgit and Turkish Lira;
- f. to introduce a new Commercial Transaction Refund Fee;
- g. to update the Mass Payment fee caps.

The relevant part of section 8 now reads as follows:

### "Personal Transactions

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

### Domestic Personal Transactions

		Fee for payment fully funded by:	Fee for payment fully or
--	--	-------------------------------------	--------------------------

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

### Cross-Border Personal Transactions

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

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

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

Note: Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic Personal Transaction payments for the purpose of applying Fees.

Fixed Fee (based on currency received)

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD

Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

### Commercial Transactions

Activity	Fee
Sending (Buying)	Free (when no currency conversion is involved)
Receiving Domestic payments (Selling)	3.4% + Fixed Fee (see table below)  <b>Merchant rate</b> (requires one-time application, qualifying monthly sales volume, and account in good standing, see "Merchant Rate" page):  From 1.9% to 2.9% + Fixed Fee

Receiving Cross Border payments(Selling) The Fee for Receiving Domestic Commercial Transaction payments applies, with the percentage-based element of that fee increased by the percentage amount of the Cross Border Fee set out in the table below (depending on the sender's country).

Sender's country	Cross Border Fee
Northern Europe*	0.4%
Euro Europe I/US/ Canada**	0.5%
Non Euro Europe***	1.0%
Rest of World	1.5%

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

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

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

**Note:** Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments for the purpose of applying Fees.

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR

Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

#### Additional Fees

Activity	Fee														
<p><b>Currency Conversion Fee</b></p> <p>If your transaction involves a currency conversion, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.</p> <p>The "Currency Converter" tool can be accessed through your Account and used to see what exchange rates apply at any given time.</p>	<p><b>For currency conversions that occur within your PayPal account outside and/or prior to a Personal or Commercial Transaction ("In Account") (converting balances to other currencies before withdrawal for example), as well as for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee</b></p> <p>2.5% above the wholesale exchange rate</p> <p><b>For all other transactions involving a currency conversion and for which the seller has not agreed to bear the conversion fee:</b></p> <p>Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency into which the relevant amount is converted (please refer to the table below).</p> <table border="1"> <thead> <tr> <th>Currency and Code</th> <th>Currency Conversion Fee</th> </tr> </thead> <tbody> <tr> <td>Argentine Peso (ARS):</td> <td>4.0%</td> </tr> <tr> <td>Australian Dollar (AUD):</td> <td>4.0%</td> </tr> <tr> <td>Brazilian Real (BRL):</td> <td>4.0%</td> </tr> <tr> <td>Canadian Dollar (CAD):</td> <td>3.0%</td> </tr> <tr> <td>Czech Koruna (CZK):</td> <td>3.5%</td> </tr> <tr> <td>Danish Krone</td> <td>3.5%</td> </tr> </tbody> </table>	Currency and Code	Currency Conversion Fee	Argentine Peso (ARS):	4.0%	Australian Dollar (AUD):	4.0%	Brazilian Real (BRL):	4.0%	Canadian Dollar (CAD):	3.0%	Czech Koruna (CZK):	3.5%	Danish Krone	3.5%
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Czech Koruna (CZK):	3.5%														
Danish Krone	3.5%														

(DKK):	
Euro (EUR):	3.5%
Hong Kong Dollar (HKD):	4.0%
Hungarian Forint (HUF):	3.5%
Israeli Shekel (ILS):	4.0%
Japanese Yen (JPY):	4.0%
Malaysian Ringgit (MYR):	4.0%
Mexican Peso (MXN):	4.0%
New Zealand Dollar (NZD):	4.0%
Norwegian Krone (NOK):	3.5%
Philippine Peso (PHP):	4.0%
Polish Zlotych (PLN):	3.5%
Singapore Dollar (SGD):	4.0%
Swedish Krona (SEK):	3.5%
Swiss Franc (CHF):	3.5%
Taiwan New Dollar (TWD):	4.0%
Thai Baht (THB):	4.0%
Turkish Lira (TRY):	3.5%
U.K. Pounds Sterling (GBP):	3.5%
U.S. Dollar (USD):	3.0%

**Withdrawing your Balance****Withdrawal to a bank account: free****Chargeback Fee**

To cover the cost of processing Chargebacks, PayPal assesses a settlement fee to sellers for credit and debit card payment chargebacks. (A chargeback may occur when a buyer rejects or reverses a charge on his or her card through the card issuer).

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

Argentine Peso:	30.00 ARS
Australian Dollar:	15.00 AUD
Brazilian Real:	20.00 BRL
Canadian Dollar:	15.00 CAD
Czech Koruna:	250.00 CZK
Danish Koruna:	60.00 DKK
Euro:	11.25 EUR
Hong Kong Dollar:	75.00 HKD
Hungarian Forint:	2,000 HUF
Israeli Shekel:	40.00 ILS
Japanese Yen:	1,300 JPY
Malaysian Ringgit:	40 MYR
Mexican Peso:	110.00

	MXN
New Zealand Dollar:	15.00 NZD
Norwegian Krone:	65.00 NOK
Philippine Peso:	500.00 PHP
Polish Zloty:	30.00 PLN
Singapore Dollar:	15.00 SGD
Swedish Krona:	80.00 SEK
Swiss Franc:	10.00 CHF
Thai Baht:	360.00 THB
Taiwan New Dollar:	330.00 TWD
Turkish Lira:	15 TRY
U.K. Pounds Sterling:	7.00 GBP
U.S. Dollar:	10.00 USD

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

#### **Commercial Transaction Refund Fee**

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

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

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

#### **Sending Payments through PayPal Mass Payments**

*2% of total payment amount*

*A maximum fee cap per payment applies as follows for Domestic Transactions, (based on payment currency):*

Argentine Peso:	25.00 ARS
Australian Dollar:	8.00 AUD
Brazilian Real:	12.00 BRL
Canadian Dollar:	7.00 CAD
Czech Koruna:	140.00 CZK
Danish Krone:	42.00 DKK
Euro:	6.00 EUR
Hong Kong Dollar:	55.00 HKD
Hungarian Forint:	1540 HUF
Israeli Shekel:	25.00 ILS
Japanese Yen:	600 JPY
Malaysian Ringgit:	25 MYR
Mexican Peso:	85.00 MXN
New Zealand Dollar:	10.00 NZD
Norwegian Krone:	45.00 NOK
Philippine Peso:	320.00

	<i>PHP</i>
<i>Polish Zlotych:</i>	<i>23.00 PLN</i>
<i>Singapore Dollar:</i>	<i>10.00 SGD</i>
<i>Swedish Krona:</i>	<i>50.00 SEK</i>
<i>Swiss Franc:</i>	<i>8.00 CHF</i>
<i>Taiwan New Dollar:</i>	<i>220.00 TWD</i>
<i>Thai Baht:</i>	<i>230.00 THB</i>
<i>Turkish Lira:</i>	<i>12 TRY</i>
<i>U.K. Pounds Sterling:</i>	<i>5.00 GBP</i>
<i>U.S. Dollar:</i>	<i>7.00 USD</i>

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

<i>Argentine Peso:</i>	<i>150.00 ARS</i>
<i>Australian Dollar:</i>	<i>50.00 AUD</i>
<i>Brazilian Real:</i>	<i>75.00 BRL</i>
<i>Canadian Dollar:</i>	<i>45.00 CAD</i>
<i>Czech Koruna:</i>	<i>850.00 CZK</i>
<i>Danish Krone:</i>	<i>250.00 DKK</i>
<i>Euro:</i>	<i>35.00 EUR</i>
<i>Hong Kong Dollar:</i>	<i>330.00 HKD</i>
<i>Hungarian Forint:</i>	<i>9250 HUF</i>
<i>Israeli Shekel:</i>	<i>160.00 ILS</i>
<i>Japanese Yen:</i>	<i>4000 JPY</i>
<i>Malaysian Ringgit:</i>	<i>150.00 MYR</i>
<i>Mexican Peso:</i>	<i>540.00 MXN</i>
<i>New Zealand Dollar:</i>	<i>60.00 NZD</i>
<i>Norwegian Krone:</i>	<i>270.00 NOK</i>
<i>Philippine Peso:</i>	<i>1900 PHP</i>
<i>Polish Zlotych:</i>	<i>140.00 PLN</i>
<i>Singapore Dollar:</i>	<i>60.00 SGD</i>
<i>Swedish Krona:</i>	<i>320.00 SEK</i>
<i>Swiss Franc:</i>	<i>50.00 CHF</i>
<i>Taiwan New Dollar:</i>	<i>1350 TWD</i>
<i>Thai Baht:</i>	<i>1400.00 THB</i>
<i>Turkish Lira:</i>	<i>80 TRY</i>
<i>U.K. Pounds Sterling:</i>	<i>30.00 GBP</i>
<i>U.S. Dollar:</i>	<i>45.00 USD</i>

*Note: For cross border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA the Domestic Transaction cap will apply..*

Credit Card and Debit Card Link and Confirmation Fee (verifying credit or debit card details). In general, there is no fee to join PayPal. However, some Users, in order to increase their sending limit or as PayPal may determine, may be charged a Credit Card and Debit Card Link and Confirmation Fee.	<p>Depending on currency</p> <p>1.00 GBP, 1.50 EUR, 1.95 USD, 2.45 CAD, 200 JPY, 2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 400 HUF, 50.00 CZK, 3.00 SGD, 15.00 HKD, 3.00 NZD, 70.00 TWD, 70.00 THB, 100.00 PHP, 4.00 BRL, 6.00 ARS, 20.00 MXN or 8.00 ILS.</p> <p>This amount will be refunded when you successfully complete the credit card or debit card verification process.</p>
Records Request Fee	<p>12 EUR (per item)</p> <p>This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.</p>
Bank Return Fee on Withdrawal	<p>3 Euros</p> <p>This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account information or delivery information is provided.</p>

### Micropayments Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account at: <https://micropayments.paypal-labs.com/>. This rate will apply to all **Commercial Transaction** payments received into your PayPal account.

Activity	Fee
Domestic - Micropayments	5% + Fixed Fee*
Cross-border - Micropayments	6% + Fixed Fee*
Micropayments Fixed Fee*	As per the Fixed Fee specified by the currency received. Details of fixed Fees are available under the " <b>Detailed Pricing</b> " tab at: <a href="https://micropayments.paypal-labs.com">https://micropayments.paypal-labs.com</a> .
Note	<b>Note:</b> Cross Border Euro or Swedish Kronor payments made between Accounts registered in the European Union or EEA will be treated as Domestic Micropayments for the purpose of applying Fees.

Quoted fees are inclusive of all applicable taxes; however, other taxes or costs may exist that are not paid through PayPal or imposed by us. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of the Services. You agree that we can deduct our Fees from the amounts we transfer but before those funds are credited to your Account. We will provide you with the details of the amounts you receive and our charges either by e-mail or by reviewing your transaction history by logging into your Account. Unless it is proven that we have made a mistake, all fees are payable by you without set off or other deductions. We may make a charge for any additional services we provide outside this Agreement. We will tell you of those charges when you ask for the service."

### 9. Restricted Activities

Sections 9.1 n, q, r and ff have been clarified and now read as follows (presented in context with their root clause):

**"9.1 Restricted Activities.** In connection with your use of our web site, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not:

...

n. Cause PayPal to receive a disproportionate number of Claims that have been closed in favour of the claimant regarding your Account or business;

...

q. Allow your Account to have a balance reflecting an amount owing to us;

r. Undertake activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level of exposure (as PayPal reasonably believes based on the information available to it);

...

ff. Request or send a Personal Transaction payment for a Commercial Transaction; or

..."

### 10. Your Liability

Section 10.2h is amended to clarify that, in the circumstances as further set out in section 10.2, PayPal may hold funds to the extent and for so long as reasonably needed to protect against the risk of liability. A non-exhaustive guide to circumstances in which such risk of liability arises is also included. Section 10.2h now reads (set in the context of its root clause):

**"10.2 Actions by PayPal.** If we have reason to believe that you have engaged in any Restricted

Activities, we may take various actions to protect PayPal, eBay, a User, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

...

**h. We may hold your funds** to the extent and for so long as reasonably needed to protect against the risk of liability. You acknowledge that, as a non-exhaustive guide:

- i. PayPal's risk of liability in respect of card-funded payments that you receive can last until the risk of a Chargeback closing in favour of the payer/buyer (as determined by card scheme rules) has passed. This depends on certain factors, including, without limitation:
  - a. The type of goods or services for which you receive payment; or
  - b. The timeframe for delivery of the goods or performance of the services for which you receive payment (e.g. sales of event tickets months in advance of the event date can present a higher and more enduring risk of Chargebacks than sales of most other items or services);
- ii. PayPal's risk of liability in respect of a Claim or Dispute arising from a payment that you receive can last for the time that it takes for the parties to close the Claim or Dispute and all appeals associated with that Claim or Dispute in accordance with section 13 of this Agreement;
- iii. PayPal's risk of liability in respect of any event of insolvency that you suffer can last for as long as and to the extent that laws applicable to your insolvency restrict PayPal from taking legal action against you; and
- iv. If you allow your Account to have a balance reflecting an amount owing to PayPal, PayPal's risk of liability can last for the time and to the extent that you owe that amount to PayPal."

## 11. Other changes

The following sections of the User Agreement have been amended to clarify existing wording and correct typographical errors: **the part of the preamble labelled "Important", 2.3b, 3.2, 3.4, 3.5, 3.13, 7.1, 8, 11, and 15.**

### • Amendment to the PayPal Privacy Policy

#### 1. Notification of Changes

We have amended the wording in the first two paragraphs of this section to clarify the process by which we make changes to the Privacy Policy. The first two paragraphs of this section now read as follows:

*"This Privacy Policy may be revised over time as new features are added to the PayPal Services or as we incorporate suggestions from our customers. We may amend this Privacy Policy at any time by posting a revised version on our web site. The revised version will be effective at the time we post it. In addition, if we propose to change this Privacy Policy in a substantial manner, we will provide you with at least 30 days' prior notice of such a change by posting notice on the "Policy Updates" page of our website(s). After this 30 days notice, you will be considered as having expressly consented to all amendments to the Privacy Policy. If you disagree with the terms of this Privacy Policy, you may close your account at any time. Please check the PayPal web site at <https://www.paypal.com/uk/> at any time for the most current version of our Privacy Policy."*

We have also inserted a paragraph to clarify the status of the Privacy Policy with reference to the EU Payment Services Directive (2007/64/EC) to reflect the fact that it is not a "framework contract" for the purpose of that Directive. The paragraph now reads as follows:

*"For the avoidance of doubt, this Privacy Policy does not constitute a "framework contract" for the purpose of the EU Payment Services Directive (2007/64/EC) or any implementation of that directive in the European Union or EEA (including, without limitation, the UK Payment Services Regulations 2009)."*

#### 2. Information About You From Third Parties

The first paragraph of this section has been amended to clarify that PayPal verifies the information you provide with the "Payment Processors" and/or "Credit Reference and Fraud Agencies" listed in the table under the section "Disclosure to Third Parties Other than PayPal Customers". The first paragraph of this section (together with other typographical changes) now reads as follows:

*"In order to protect all our customers against potential fraud, we verify the information you provide with the "Payment Processors" and/or "Credit Reference and Fraud Agencies" listed in the table under the section "Disclosure to Third Parties Other than PayPal Customers" below. In the course of such verification, we receive personally identifiable information about you from such services. In particular, if you register a credit card or debit card with PayPal, we will use card authorisation and fraud screening services to verify that your card information and address match the information you supplied to PayPal, and that the card has not been reported as lost or stolen."*

#### 3. Internal Uses

The fifth bullet point of this section has been amended to clarify that PayPal can deliver targeted marketing and advertising, service updates, and promotional offers based on your activities when using the PayPal Services. The bullet point now reads as follows (set in the context of the section):

*"We collect, store and process your personal information on servers located in the United States and operated by our parent company, PayPal Inc and elsewhere in the World where PayPal facilities are located. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to: ...*

*• deliver targeted marketing and advertising, service updates, and promotional offers based on the communications preferences you have defined for your PayPal account (please refer to the section*

“Our Contacts with PayPal Customers” below) and your activities when using the PayPal Services;...”

#### 4. Disclosure to Third Parties other than PayPal Customers

Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose data to them so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments. In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.

- a. The first paragraph of this section has been amended to clarify how PayPal will deal with your personal information. The relevant paragraph now reads:

*“PayPal will not sell or rent any of your personal information to third parties for their marketing purposes without your explicit consent, and will only disclose this information in the limited circumstances and for the purposes described in this policy. This includes transfers of data to non-EEA member states. Specifically, you consent to and direct PayPal to do any and all of the following: ...”*

- b. This section of the Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties for the purposes set out in the table below.

<b>Customer Service Outsourcing</b>		
<i>Transcom Worldwide France SAS (France), Transcom Worldwide SpA (Italy) and Arvato Direct Services GmbH (Germany)</i>	<i>To allow telephone and e-mail customer support services</i>	<i>Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.</i>
<b>Credit Reference and Fraud Agencies</b>		
<i>Zoot Enterprises, Inc. (USA); Experian Bureau de Credito SA (Spain)</i>	<i>To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.</i>	<i>Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)</i>
<i>Scorex (UK) Limited (UK)</i>	<i>To provide a technology solution to allow PayPal to process, send and receive credit information of users via its contracted credit reference agencies</i>	<i>Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number (if appropriate)</i>
<i>Acxiom Ltd (UK), Acxiom Deutschland GmbH (Germany) and Acxiom France SAS (France)</i>	<i>To verify identity</i>	<i>Name, address, telephone number, email address and date of birth.</i>
<i>Creditinfo Decision (Czech Republic), DecisionMetrics Limited (UK)</i>	<i>To assist with PayPal's assessment of merchant risk.</i>	<i>All merchant account information</i>
<b>Financial Products</b>		
<i>Total System Services, Inc. (USA)</i>	<i>To provide account/card processing services, call centre services, card printing, and statement printing services</i>	<i>Name, address, e-mail address, date of birth (as the case may be), credit card number; expiry date, 3 digit Card Security Code (as the case may be), amounts of funding</i>

requests, and any account information necessary for fraud or dispute resolution.

#### Operational services

Akami Technologies Inc. (US)	To deliver PayPal page content from local servers to users.	User IP address and cookies
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#### Group companies

eBay Services S.á r.l. (Luxembourg)	To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information
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## Amendment to the PayPal User Agreement, Privacy Policy and Commercial Entity Agreement

Effective Date: Nov01, 2010

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- **Please read this document.**

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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/es/cgi-bin/?cmd=\\_close-account](https://www.paypal.com/es/cgi-bin/?cmd=_close-account)) immediately without incurring any additional charges.

We do hope, however, that you continue to use PayPal and enjoy the following benefits:

#### **It's safer**

When you pay with PayPal your financial details are never shared with sellers or retailers, so you're more protected against fraud.

#### **It's faster**

You don't have to type in your card details each time you pay, so you can check out faster online. You can also get eBay items delivered more quickly, as you can pay the seller instantly.

#### **It's easier**

PayPal is one of the preferred web payment methods in the EU because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [User Agreement](#).

- **Amendment to the PayPal User Agreement**

### 1. Fees

Section 8 has been amended in the following ways:

- The second paragraph of section 8 has been amended to clarify the circumstances in which you can and cannot send or receive personal transaction payments and how and when fees are incurred for sending personal transaction payments, with corresponding deletions in the fee table. The relevant paragraph now reads as follows:

*"As far as personal transactions are concerned, please note that:*

- you cannot send money for a PayPal personal transaction from some countries, including Germany or China;*
  - Indian registered Accounts may neither send nor receive personal transaction payments. This means that you cannot send personal transaction payments to Indian registered Accounts; and*
  - when a fee applies to a personal transaction, either the sender or the recipient pays the fee, not both. In most cases, the sender decides who pays the fee. In some cases, the sender will not be able to decide and the sender or the recipient will be required to pay the fee. If you send a personal transaction payment from a third party (non PayPal) website or application then the third party will determine if the sender or recipient of a personal transaction payment will pay the personal transaction fee. This will be disclosed to you by the third party".*
- to update the fees for cross border personal transactions where the country of the recipient's registered PayPal Account is Brazil, Hong Kong, Singapore or Taiwan.

The relevant part of the fee table for cross border personal payments now reads as follows:

Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Debit card and/or - Credit Card
<b>Important: this fee is based on the country of the recipient's registered PayPal Account.</b>	<b>Important: this fee is based on the country of the recipient's registered PayPal Account.</b>
Recipient's Country:	Recipient's Country:
Spain: 0.5%	Spain: 3.9% + Fixed Fee (see table below)
China: 0.5%	Australia: 3.4% + Fixed Fee
Hong Kong, Singapore and Taiwan: 0.5%	China, Hong Kong, Singapore and Taiwan: 3.9% + Fixed Fee
Australia, Canada and US: 1%	Brazil: 4.9% + Fixed Fee
Brazil: 1%	Elsewhere: 3.9% + Fixed Fee
Germany: 2%	<b>Note:</b> For cross border Euro payments made between Accounts registered in the European Union or EEA, the variable amount of the fee will be the one applicable to domestic personal payment transactions fully or partially funded by debit card and/or credit Card.
Poland: 1% + 0.55 PLN	
Elsewhere: 0.5%	
<b>Note:</b> This fee will not be charged if a Euro payment is made between Accounts registered in the European Union or EEA.	

## 2. Restricted Activities

Section 9.1 has been amended to reflect a new Restricted Activity in connection with the promotion of the PayPal Credit Card and the PayPal Credit Line. The relevant part of section 9.1 reads as follows:

*"f. Promote in any manner to your clients or to any third parties a PayPal cobranded credit payment instrument (e.g the PayPal Credit Card and the PayPal Credit Line) offered as a funding source for payments with PayPal without the prior written authorization of PayPal and the issuer of the said credit payment instrument and/or in breach of the terms and conditions defined by PayPal and the issuer of the credit payment instrument for such promotion."*

## 3. Liability for Claims under PayPal Buyer Protection

Section 10.1.b is being amended to clarify that a seller will be liable to PayPal if that seller loses a Claim from a buyer with a PayPal account registered anywhere in the world. The relevant part of section 10.1.b now reads as follows:

*"Notwithstanding any other section of this Agreement, if PayPal makes a final decision that you lose a Claim filed directly with PayPal by a buyer registered anywhere in the world, you will be required to reimburse PayPal for your liability. This includes, without limitation, where you sell to a buyer who is registered in a Full SNAD Coverage Country. Your liability will include the full purchase price of the item and original postage cost (and in some cases, you may not receive the item back). PayPal Seller Protection may cover your liability, see section 11 below."*

## 4. Seller Protection

Section 11.10 is being amended to clarify that the following types of items are not eligible for Seller Protection: items bought on or outside of eBay via classified listings and items that are not shipped to the recipient's address or that are shipped to the recipient's address but later redirected to a different address. Section 11.10 now reads as follows:

**" 11.10 What are examples of items/transactions/cases that are not eligible for seller protection?"**

- a. Items bought outside of eBay
- b. Intangible items, licenses for digital content, and services
- c. Items that you deliver (or are picked up) in person
- d. Transactions made through Virtual Terminal (if available)
- e. Claims, Chargebacks and Reversals for Significantly Not as Described
- f. Items bought on or outside of eBay via classified listings

## 5. PayPal Buyer Protection

Section 13 is being amended to reflect changes to the PayPal Buyer Protection programmes. The amendments:

1. consolidate the PayPal protections for buyers into one PayPal Buyer Protection programme (covering buyer protection both 'on' and 'off' eBay);
2. grant full protection to buyers for "Items Not Received" Claims relating to items purchased outside of eBay (subject to the eligibility requirements referred to below);
3. clarify the eligibility requirements for protection under PayPal Buyer Protection; and

Section 13 will read as follows:

### **" 13. PayPal Buyer Protection**

#### **13.1 What types of problems are covered?**

- a. *PayPal Buyer Protection helps you with either of these problems:*
  - i. *You did not receive the item you paid for with PayPal – "Item Not Received" ("INR")*
  - ii. *You received an item you paid for with PayPal but it is "Significantly Not as Described" ("SNAD"). Further information on what we mean by "SNAD" is set out in section 13.8.*
- b. *If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre following the link "Security Center" at the bottom of the home page of the PayPal Web site.*

#### **13.2 What are the eligibility requirements for PayPal Buyer Protection?**

*You must meet all of these requirements to be eligible for a payment under PayPal Buyer Protection:*

- a. *Your payment must be for an eligible item and made from your PayPal Account (see Section 13.3 for further details on item eligibility);*
- b. *Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.*
- c. *Send the payment to the seller through:*
  - i. *The eBay "Pay Now" button or the eBay invoice, or*
  - ii. *The "Send Money" button of your PayPal account by selecting "eBay Item" and entering your eBay User ID and the eBay item number, or*
  - iii. *for INR claims relating to purchases made outside of eBay: the Send Money tab on the PayPal website by clicking the "Purchase" tab, or the seller's PayPal checkout flow, and*
- d. *Open a Dispute within 45 days of the date you sent the payment and follow the online dispute resolution process described below under "How do I resolve my problem?" in section 13.5.*

#### **13.3 What type of payments are eligible for re-imbusement under PayPal Buyer Protection?**

- a. *PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods that can be posted. Payments for the following are not eligible for re-imbusement under PayPal Buyer Protection:*
  - *intangible items*
  - *services*
  - *real estate (including, without limitation, residential property)*
  - *businesses*
  - *vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),*
  - *custom made items*
  - *travel tickets (including, without limitation, airline flight tickets)*
  - *items prohibited by the PayPal Acceptable Use Policy*
  - *items that violate eBay's Prohibited or Restricted Items Policy*
  - *licences*
  - *access to digital content*
  - *industrial machinery used in manufacturing*
  - *office or factory equipment*
  - *items equivalent to cash (including, without limitation, gift cards)*
  - *Items purchased using Website Payments Pro or Virtual Terminal (if available)*
  - *Personal transaction payments*
  - *For SNAD Claims only: items listed outside of eBay*
- b. ***Please note the following eligibility requirements applicable to eBay listings:*** *Look for either a PayPal Buyer Protection message or an eBay Buyer Protection message in the eBay listing. If you see this message and you meet the eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging in to your eBay account, going to "my eBay," then "won," and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.*

#### **13.4 How much coverage do I get with PayPal Buyer Protection?**

- a. *If PayPal determines a Claim in your favour, PayPal will reimburse you the full purchase price of the item and original postage costs only.*
- b. *PayPal will not reimburse you for the shipping costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the*

goods. See section 13.10 for other protection you may be entitled to.

### 13.5 How do I resolve my problem?

If you are unable to resolve a problem directly with the seller, go to the Online Resolution Centre and follow this process:

#### a. Open a Dispute

Open a Dispute within **45 days** of the date you made the payment for the item you would like to dispute.

#### b. Escalate the Dispute to a Claim

If you and the seller are unable to come to an agreement, escalate the Dispute to a Claim **within 20 days** of opening the Dispute. **It is your responsibility to keep track of these deadlines.**

You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for USD 2,500 or more (or currency equivalent). To find the currency equivalent in any other currency (for example, GBP or Euro) at the time of transaction please log into your Account and use the "Currency Converter" tool located in your Account Overview. If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute and you will not be eligible for a payment under the terms of PayPal Buyer Protection. You are permitted to edit or change a Claim after filing only if you wish to add further information or if you wish to change the reason of your Dispute/Claim from "Item Not Received" to "Significantly Not as Described" (but only if it relates to a single payment). Otherwise you may not edit or change a Claim after filing it.

#### c. Respond to PayPal requests for information in a timely manner

During the Claim process, PayPal may require you to provide documentation to support your position. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

#### d. Comply with PayPal shipping requests in a timely manner

For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller – or to PayPal - or a third party at your expense and to provide proof of delivery. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction.

For transactions that total less than 200.00 EUR (or the amount in the currencies set out below), proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL of the postal company's website if you selected "Other" in the drop-down menu. For transactions that total 200.00 EUR (or the amount set out in the currencies set out below) or more, you must get signature or another acceptable confirmation from the buyer of delivery. The amounts in other currencies applicable to this requirement are: 325.00 CAD, 150 GBP, 250.00 USD, 28,000 JPY, 350.00 AUD, 330.00 CHF, 1,600.00 NOK, 2,000.00 SEK, 1,500.00 DKK, 800.00 PLN, 55,000 HUF, 6,000.00 CZK, 400.00 SGD, 2,000.00 HKD, 380.00 NZD, 2,750.00 MXN, 1,000.00 ILS, 8,250.00 TWD, 9,000.00 THB, 12,500.00 PHP, 500.00 BRL, 750.00 ARS.

### 13.6 How is the Claim resolved?

Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the seller. You may be asked to provide receipts, third party evaluations, police reports, or any other information or documents reasonably required by PayPal to investigate the Claim. PayPal retains full discretion to make a final decision in favour of the buyer or the seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or seller, each party must comply with PayPal's decision. PayPal may require the buyer to post an item back to the seller that the buyer claims is Significantly Not as Described (at the buyer's expense), and PayPal may require a seller to accept the item back and refund the buyer the full purchase price plus original postage costs. If a seller refuses to accept the item, PayPal may award the Claim in favour of the buyer, provided the buyer has provided satisfactory evidence to PayPal that the item was sent to the seller. In the event a seller loses a Claim, the seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed).

### 13.7 What if my purchase is not eligible for re-imbursalment under PayPal Buyer Protection?

You may also look to resolve a problem directly with the seller by filing a dispute through the PayPal Online Resolution Centre. **To do so, you must file a Dispute in the PayPal Online Resolution Centre within 45 days of the date you sent the payment.** Once you have done so, you should attempt to resolve the Dispute directly with the seller. If your payment is not eligible under PayPal Buyer Protection, PayPal will not make a decision on the Claim.

### 13.8 What is Significantly Not as Described (SNAD)?

- a. An item is Significantly Not as Described if it is materially different from what the seller described in the item listing. Here are some non-exhaustive examples:
  - You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
  - The condition of the item was misrepresented. For instance, the listing said "new" and the item was used.
  - The item was advertised as authentic but is not authentic.
  - The item is missing major parts or features that were not disclosed in the listing.

- You purchased 3 items from a seller but received only 2.
  - The item was damaged during postage.
- b. An item is not Significantly Not as Described (SNAD) if it is not materially different from the seller's description. Here are some non exhaustive examples:
- The defect in the item was correctly described by the seller.
  - The item was correctly described but you didn't want it after you received it.
  - The item was correctly described but did not meet your expectations.
  - The item has minor scratches and was listed as used condition.

### 13.9 Assumption of rights

If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the recipient of your payment. This is known in legal terms for you to agree to "subrogate" or otherwise "assign" to PayPal your rights against the recipient and third parties related to the payment, and agree that we may pursue those rights, benefits and remedies directly or on your behalf, in PayPal's discretion.

### 13.10 Relationship between PayPal Buyer Protection.

Credit card chargeback rights, if they apply, may be broader than PayPal Buyer Protection. Chargeback rights are not limited to specific amounts per transaction, may be filed more than 45 days after the payment, and may cover intangible items.

You may pursue a Claim or Dispute with PayPal, or you may contact your credit card company or credit card issuer and pursue your chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Claim or Dispute with PayPal; and subsequently file a chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your chargeback rights.

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

Before contacting your card issuer or filing a Dispute with PayPal, you should contact the seller to resolve your issue in accordance with the seller's return policy as stated on their eBay listing or website.

### 13.11 No Double Recovery.

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

## 6. Access to and provision of our Services

Section 14.6 has been amended to clarify existing wording relating to the scope of PayPal's liability arising from issues relating to the access to our Services or delays in the provision of our Services. Section 14.6 now reads as follows:

**"14.6 No Warranty.** We provide the Services to you subject to your statutory rights but otherwise provided without any warranty or condition, express or implied, except as specifically stated in this Agreement. PayPal does not have any control over the products or services that are paid for with our Service and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorised to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of our Service. We shall not be liable for any delay in the failure in our provision of the Services under this Agreement. You acknowledge you're your access to the Web Site(s) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and debit and credit cards are processed in a timely manner. **You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions."**

## 7. Definitions

A new defined expression is being added to Section 15, which reads as follows:

**"Full SNAD Coverage Country":** a country which offers to buyers full coverage for SNAD Claims on and outside of eBay, including, without limitation, the United States, Canada, Germany and the United Kingdom.

## • Amendment to the PayPal Privacy Policy

### 1. Notification of Changes

We have amended the wording in the first two paragraphs of this section to clarify the process by which we make changes to the Privacy Policy. The first two paragraphs of this section now read as follows:

**"We may at any time amend, delete or add to this Privacy Policy (a "Change") by giving notice of such Change by posting a revised version of this Privacy Policy on the PayPal website(s). A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 2 months' notice of any Change with the Change taking effect once the 2 month notice period has passed, except the 2 month notice period will not apply where a Change relates to the addition of a new service, extra functionality to the existing Services or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities. In such instances, the Change will be made without prior notice to you and shall be**

effective immediately upon giving notice of it.

*If you do not accept any Change, you must close your PayPal account following the account closure procedure set out in section 7.1 of the User Agreement. If you do not object to a Change by closing your PayPal account within the 2 month notice period, you will be deemed to have accepted it. While you may close your PayPal account at any time and without charge, please note that you may still be liable to us after you close your PayPal account for any liabilities you may have incurred and are responsible for prior to close your PayPal account and please further note our rights under section 10.3 (Account closure and limited access) of the User Agreement."*

## 2. Binding Corporate Rules

We have added a new section to the Privacy Policy to clarify that, eBay Inc., the parent company of PayPal, has established a set of Corporate Rules. Depending upon your location, these rules may provide additional privacy rights through your privacy regulator or a court. This section reads as follows:

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

## 3. Information About You From Third Parties

We have added new wording to this section to clarify that PayPal may also collect information from members of the eBay Inc. corporate family or other companies.

## 4. Our Use of "Cookies"

We have amended this section to further clarify how and why PayPal uses cookies and to remind you that you may encounter cookies from third parties when using the PayPal Services on websites we do not control. The relevant part of this section now reads as follows:

*"We also use cookies to customise the PayPal Services, content, and advertising; measure promotional effectiveness, and promote trust and safety."*

*You may encounter cookies from third parties when using the PayPal Services on websites we do not control (for example, if you view a web page created by a third-party or use an application developed by a third-party, there may be a cookie placed by that web page or application)."*

## 5. Internal Uses

This section has been amended to clarify that PayPal collects stores and processes your personal information on servers located throughout the World where PayPal facilities are located. This section now reads as follows:

*"We collect, store and process your personal information on servers located in the United States and operated by our parent company, PayPal Inc and elsewhere in the world where PayPal facilities are located. Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to:*

1. *provide the services and customer support you request;*
2. *resolve disputes, collect fees, and troubleshoot problems;*
3. *prevent potentially prohibited or illegal activities, and enforce our User Agreement;*
4. *customise, measure, and improve our services and the content and layout of our website;*
5. *tell you about targeted marketing, service updates, and promotional offers based on the communications preferences you have defined for your PayPal account (please refer to the section "Our contacts with PayPal Customers" below);*
6. *compare information for accuracy, and verify it with third parties."*

## 6. Marketing

We have added a new section to the Privacy Policy to clarify how we use your information to improve and personalise the PayPal Services, content and advertising and how you may adjust your preferences in this regard. This section reads as follows:

*"We may combine your information with information we collect from other companies and use it to improve and personalise the PayPal Services, content and advertising. If you don't wish to receive marketing communications from us or participate in our ad-customisation programs, simply indicate your preference by logging into your account and going to the Profile subtab under the My Account tab and adjusting your preferences under Account Information, or by following the directions provided with the communication or advertisement."*

## 7. Disclosure to Other PayPal Customers

This section has been amended to clarify how your information is used when you use third parties to access the PayPal Services. Specifically, if you open a PayPal account directly on a third party website or via a third party application your information may be shared with (and subject to the privacy policies of) that third party website or third party application. This section now reads as follows:

*"If you are a registered PayPal user, your name, email address, Skype ID (if applicable), phone number (if applicable), date of sign-up, the number of payments you have received from verified PayPal users and whether are a verified PayPal user are made available to other PayPal customers who you have paid or who are attempting to pay you using the PayPal Services. If you are a Business account holder, we will also display to other PayPal customers the website address (URL) and customer service contact information that you provide us. In addition, this and other information may also be shared with third parties when you use these third parties to access the PayPal Services."*

However, your credit card number, bank account and other financial information will not be revealed to anyone who you have paid or who has paid you through the PayPal Services or third parties that use PayPal Services, except with your express permission or if we are required to do so pursuant to credit card rules or a court order or other legal process.

If you are buying goods or services and pay through PayPal, we may provide the seller with the shipping address for the goods and your billing address to complete your transaction. If you are making a donation through PayPal, we may provide the charity organisation with your billing address. If an attempt to pay your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful payment. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.

We work with third parties, including merchants to enable them to accept or facilitate payments from or to you using the PayPal Services. In doing so, a third party may share information about you with us such as your email address or phone number, when a payment is sent to you or when you are attempting to pay that third party. We use this information to confirm that you are a PayPal customer and that PayPal can be used to make a payment or where a payment is sent to you to send you notification that you have received a payment. Also, if you request that we validate your status as a PayPal customer with a third party, we will do so. Please note that third parties you buy from and contract with may have their own privacy policies and PayPal is not responsible for their operations, including but not limited to their processing of personal data.

By accepting this Privacy Policy, you expressly agree and consent that each time you pay or attempt to pay another PayPal customer (including a merchant) by using your PayPal account, PayPal may transfer the aforementioned relevant data to the such PayPal customer who may be located outside of the European Union, in order to process, execute or otherwise deal and provide information about the payment.

If you open a PayPal account directly on a third party web site or via a third party application, any information that you enter on that web site or application (and not directly through the PayPal Services) will be shared with the owner of such third party web site or application and your information may be subject to their privacy policies."

## 8. Disclosure to Third Parties other than PayPal Customers

**Just like most banks or financial/payment service providers, PayPal works with third-party service providers. We need to disclose data to them so that the services our users have requested can be performed. These service providers provide important functions to us that allow us to be an easier, faster, and safer way to make payments.**

**In general, the Luxembourg laws to which PayPal's handling of user data is subject (data protection and bank secrecy) require a higher degree of transparency than most other EU laws. This is why, unlike the vast majority of providers of internet-based services or financial services in the EU, PayPal lists in its Privacy Policy every third party service provider to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.**

- a. Paragraph b of this section has been amended to allow PayPal to disclose User information accordingly, in response to requirements of credit card rules (the rules set by payment card associations). This paragraph now reads as follows:

*"Disclose information in response to requirements of the credit card rules, civil or criminal legal process."*

- b. The Privacy Policy has been amended to allow PayPal to disclose certain PayPal customer information to additional third parties for the purposes set out in the table below.

### Customer Service Outsourcing

Convergys Customer Management Group Inc. (UK)	To allow telephone and email customer support services	Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.
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### Credit Reference and Fraud Agencies

Equifax Plc (UK), CRIBIS D&B S.r.l. (Italy).	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, proof of identity, telephone number, legal form, time in business, company registration number, VAT number (if appropriate).
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Bürgel	To verify business identity.	All account information.
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<i>Wirtschaftsinformationen GmbH &amp; Co. KG (Germany)</i>		
<i>RSA Security Inc. and RSA Security Ireland Limited</i>	<i>To verify identity.</i>	<i>All account information.</i>
<b>Commercial Partnerships</b>		
<i>Trustwave (US)</i>	<i>To provide customised services and assistance to Merchants using PayPal, to facilitate the process of becoming PCI DSS compliant.</i>	<i>Name, e-mail and PayPal account number</i>
<b>Marketing and public relations</b>		
<i>Carrenza Limited</i>	<i>To store user data for marketing campaigns</i>	<i>Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of the PayPal Services offered or used and relevant transaction information.</i>
<i>Satmetrix Systems, Inc. (USA)</i>	<i>To conduct customer service surveys</i>	<i>Name, e-mail address, type of account, type and nature of the PayPal Services offered or used and relevant transaction information.</i>
<i>NorthStar Research Partners (USA)</i>	<i>To conduct marketing surveys</i>	<i>Name, email address, telephone number, type of account, type and nature of PayPal Services offered or used and relevant transaction information</i>
<i>Axiom France (France)</i>	<i>To collect additional user information and better target marketing campaigns</i>	<i>Name, e-mail, address and phone number.</i>
<i>Adelanto (France)</i>	<i>To execute marketing campaigns for merchants</i>	<i>Name of the merchant, name of the contact person, e-mail, address, merchant website URL, type and nature of PayPal services offered or used.</i>
<i>Text100 AB (Sweden)</i>	<i>To answer media enquiries regarding customer queries</i>	<i>Name, address, customer account information relevant to customer queries</i>
<b>Operational services</b>		
<i>Transcom Worldwide S.A. (UK) and Newman &amp; Company Limited (UK).</i>	<i>To collect debt</i>	<i>Name, date of birth, address, telephone number, account number, e-mail, account type and account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.</i>
<i>Silverpop Systems Inc. (USA)</i>	<i>To fulfil e-mail operations in respect of the PayPal Services (including, but not limited to, operations, customer services, collections, marketing programs and promotions).</i>	<i>Name, e-mail, address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of the PayPal Services offered or used and relevant transaction and account information.</i>
<i>Blue Media S.A. (Poland)</i>	<i>To verify identity and ensure that a user is a PayPal account holder. To process instant funding requests made by a user through the Blue Media services.</i>	<i>Name, Last name, e-mail address.</i>
<i>Consultix GmBH (France)</i>	<i>To assist in the creation of PayPal Business Accounts for merchants on boarding through their bank's payment gateway.</i>	<i>All information provided by the merchant (directly or via his bank) for the purpose of creating his PayPal Business Account (including, without limitation e-mail, address, business name, business contact details and bank account details).</i>

- **Amendment to the PayPal Commercial Entity Agreements**

This amendment only applies to Users who entered into the PayPal Commercial Entity Agreements before 13 July 2010 and is effective on the Effective Date. PayPal is not a party to the PayPal Commercial Entity Agreements.

HSBC and National Westminster Bank PLC have each amended their agreements that form part of the suite of PayPal Commercial Entity Agreements. The key change to the PayPal Commercial Entity Agreements is the amendment to the HSBC Bank Commercial Entity Agreement For Credit Card Processing Services, where HSBC Merchant Services LLP joins HSBC Bank plc as a party to that agreement.

You can read the full text of the amended PayPal Commercial Entity Agreements [here](#).

### Amendment to the Policy Update

Effective Date: Jan 21, 2010



- **Amendment to the Policy Update posted 19 November 2009**

Dear users,

We noticed an error in the information about changes to our User Agreement, with effective date Jan 21, 2010.

About cross border personal transactions, PayPal is amending only the fee applicable to cross border personal transactions fully funded by PayPal Balance or Bank and only when the recipient is located in Poland. This fee will now be: 1% + 0.55 PLN (as opposed to 1% previously). Fees applicable to other personal transactions remain the same.

We modified the text presenting the changes to the User Agreement below.

We apologize for any inconvenience this may have caused.

PayPal

### Amendments to the PayPal User Agreement and PayPal Privacy Policy

Effective Date: Jan 21, 2010



- **Amendment to the PayPal User Agreement**

#### 1. Sending limit

PayPal is increasing the sending limit applicable to PayPal accounts. Section 3.2 will now read as follows:

**“3.2 Sending Limits.** The transaction sending limit on your Account is 2,500 Euro per calendar year starting from the date that payment activity first took place on your Account. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can send through our Service. You can view your sending limit, if any, by logging into your Account and clicking on the “View Limits” link on the “Account Overview” page.”

#### 2. Fees

- PayPal is amending the fee charged for cross border personal payments fully funded by PayPal Balance or Bank is 1% + 0.55 PLN (Polish Zlotych). The relevant part of the fee table for cross border personal payments fully funded by PayPal Balance or Bank now reads as follows:

#### Cross-border personal transactions

Transaction Type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Debit card and/or - Credit Card
Cross border personal transactions	Sending or Receiving	<b>Important: this fee is based on the country of the recipient's registered PayPal Account.</b>	<b>Important: this fee is based on the country of the recipient's registered PayPal Account.</b>
		Either the sender or the recipient pays the fee. Not both.	Either the sender or the recipient pays the fee. Not both.
		In most cases, the sender decides who pays the fee. In some cases the sender will not be able to decide and the sender or the recipient will be required to pay the fee.	In most cases, the sender decides who pays the fee. In some cases the sender will not be able to decide and the sender or the recipient will be required to pay the fee.
		Recipient's Country.	Recipient's Country.
		Spain: 0.5%	Spain: 3.9% + Fixed Fee (see table below)
			Australia, Hong Kong, Singapore, Taiwan: 3.4% + Fixed Fee
			China: Fixed Fee only

China, Hong Kong,  
Singapore and Taiwan: 0%

Australia, Canada and US:  
1%

Germany: 2%

Poland: 1% + 0.55 PLN

Elsewhere: 0.5%

**Note:** This fee will not be charged if a Euro payment is made between Accounts registered in the European Union or EEA

Elsewhere: 3.9% + Fixed Fee

**Note:** For cross border Euro payments made between Accounts registered in the European Union or EEA, the variable amount of the fee will be the one applicable to domestic personal payment transactions fully or partially funded by debit card and/or credit Card.

- PayPal is also amending the User Agreement to provide that the withdrawal of your Balance to your bank account will now be free. The corresponding part of Section 8 will now read as follows:

Withdrawing your Balance    Withdrawal to a bank account: free

- PayPal is also amending the Fixed Fees applicable to domestic and cross-border micropayments when the currency received is Polish Zloty. The corresponding part of Section 8 will now read as follows:

### Micropayments Pricing

Based on application and pre-approval by PayPal, you may upgrade an existing account through the PayPal Website. This rate will apply to all commercial transaction payments received into your PayPal account.

Activity	Fee
Domestic – Micropayments	5% + Fixed Fee*
Cross-border - Micropayments	6% + Fixed Fee*
*Micropayments Fixed Fee	Based on currency received: 0.05 GBP, 0.05 EUR, 0.05 CAD, 0.05 USD, 7 JPY, 0.05 AUD, 0.09 CHF, 0.47 NOK, 0.54 SEK, 0.43 DKK, 0.40 PLN, 15 HUF, 1.67 CZK, 0.08 SGD, 0.39 HKD, 0.2 ILS, 0.55 MXN, 0.08 NZD, 16.5 TWD, 18 THB, 25 PHP, 1 BRL and 1.5 ARS.
Note	<b>Note:</b> For cross border Euro payments made between Accounts registered in the European Union or EEA, the variable amount of the fee will be the one applicable to domestic micropayments.

### 3. Your liability

Section 10.1 is being amended to provide that in case there are insufficient funds in a user's Balance to cover for his/her liability (including in case such user has lost a Claim), PayPal reserves the right to collect his/her debt to PayPal by other means, which are being detailed in the revised Section 10.1 below:

#### "10.1 Your Liability.

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

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

c. **Reimbursement for Your Liability.** In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance (if available). If there are insufficient funds in your Balance to cover your liability, PayPal reserves the right to collect your debt to PayPal by using any payments received in your Account and otherwise you agree to reimburse PayPal through other means. PayPal may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency."

### 4. Third party rights.

Section 14.8 is being updated to clarify that eBay, as a third party, may rely on its rights as specified in the PayPal User Agreement. Section 14.8 will now read as follows:

**"14.8 Complete Agreement and third party rights.** This Agreement sets forth the entire understanding between you and PayPal with respect to the Service. Sections 1, 7, 8, 10, 14 and 15, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement (except for eBay in respect of its rights as specified in this Agreement) but this does not affect any right or remedy of third parties which exists or is available apart from that Act."

- Amendment to the PayPal Privacy Policy

## 1. Disclosure to Other PayPal Customers

The Privacy Policy is being amended such that PayPal may provide the charity organization with your billing address if you are making a donation through PayPal.

## 2. Disclosure to Third Parties other than PayPal Customers

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties for the following purposes:

HSBC Merchant Services LLP (UK), Discover Financial Services (USA),	To allow payment processing settlement services, fraud checking.	Name, address, details of user funding instruments, details of payment transactions.
Deutsche Bank AG (Germany, Netherlands, France, Spain)	To allow the processing of direct debits in Germany, Netherlands, France and Spain.	Name, date of transaction, amount, currency and user's bank account information.
La Poste (France)	To resolve technical issues and user claims (when PayPal is being offered by the merchant through La Poste's payment solution)	Any Account information necessary to resolve the issue or claim
CDGP (France)	To register the credit card issued by the credit company on the user's PayPal account and process of funding requests made by the same user.	Name, e-mail address, birth date (as the case may be), credit card number, expiry date, 3 digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.
KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Austria), Transcom Worldwide Limited. (UK), Clarity Credit Management Solutions Limited (UK), Infoscore Iberia (Spain).	To collect debt	Name, address, telephone number, account number, e-mail, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
Experian Netherlands BV (Netherlands), Experian Bureau de Credito SA (Spain), Informa D&B SA (Spain)	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
ID Checker.nl BV (Netherlands)	To verify identity	All account information and proof of identity.
P K Consultancy Limited (UK)	To assess risk and to help detect and prevent potentially illegal acts and violations of policies.	Name, address, telephone number, account number, e-mail, account type, last four digits of financial instruments account, account balance, details of account transactions and liabilities, account status and account performance information as required for the Purpose.

## Amendment to the PayPal User Agreement, Privacy Policy, and Acceptable Use Policy

Effective Date: Oct 14, 2009

 [Print](#)

### • Amendment to the PayPal User Agreement

Many of the changes we are making to the PayPal User Agreement are being implemented as a result of new legislation introduced in various EU member states, derived from the EU Payment Services Directive (Directive 2007/64/EC) and in order to make clearer to you certain terms of the PayPal User Agreement.

#### 1. Amendments to the User Agreement

A new Section 1.8 is being added to clarify how we may amend, delete or add to the User Agreement and what you can do if you disagree with any changes to the User Agreement. Section 1.8 will read as follows:

**“1.8 Amendments to this Agreement.** We may at any time amend, delete or add to this Agreement, including the Fees and other amounts which apply to your Account (as set out in section 8) (a **“Change”**) by giving notice of such Change by posting a revised version of this Agreement on the PayPal website(s). A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 2 months' notice of any Change with the Change taking effect once the 2 month notice period has passed, except the 2 month notice period will not apply where a Change relates to the addition of a new service, extra functionality to the existing Service or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities. In such instances, the change will be made without notice to you and shall be effective immediately upon giving notice of it.

If you do not accept any Change, you must close your Account following the account closure procedure set out in section 7.1. If you do not object to a Change by closing your Account within the 2 month notice period, you will be deemed to have accepted it. While you may close your Account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to terminating this Agreement and please further note our rights under section 10.3 (Account closure and limited access).”

## 2. Our execution of your Payment Orders

A new Section 3.1 is being added to outline how and when a Payment Order made by you is executed by us. Old Section 3.1 will now be Section 3.2 and subsequent subclauses in Section 3 will be renumbered in the same way. Section 3.1 will read as follows:

**“3.1 Our execution of your Payment Orders.** Subject to the terms of this Agreement (and your compliance with the same), you agree that we will execute a Payment Order made by you via your Payment Account and credit the payment service provider of the person you are sending your payment to, within 3 Business Days following the date you gave us, and we received your valid Payment Order, this is subject to you providing us with:

- a. your Payment Order before 4pm (local time of the country where your Account is registered) on a Business Day. If you provide us with your Payment Order after this time or not on a Business Day, you agree that your Payment Order was received by us on the following Business Day;
- b. a correct Unique Identifier or other valid details of the recipient or you as PayPal or the person you are paying may reasonably request from you when you complete the details to make the Payment Order;
- c. all mandatory information requested in the relevant payment or checkout flows;
- d. (if required), details of your valid Funding Source(s) that have sufficient funds to make the payment;
- e. valid consent to authorise your Payment Order, such valid consent is provided when you:
  1. click the “Pay” or “Continue” or other button in the sections of the PayPal website(s) or PayPal checkouts which permit you to send us a Payment Order after you have submitted your correct log-in information (eg e-mail and password) and successfully logged into your PayPal Account; and/or
  2. have set up a third party initiated payment Authorisation in which you have agreed with a merchant or other third party to provide an advance Authorisation to allow that merchant or third party to collect or otherwise direct payment of funds from your PayPal Account; and/or
  3. instruct us to make a payment in any other way which we may notify you when making the Payment Order from time to time.

Our obligation to execute payment orders within 3 Business Days following the date you gave us your valid Payment Order only applies to payments executed: between Users with registered Accounts in the European Economic Area (“EEA”); and in the currency of Pounds Sterling, Euro or the currency of the EEA State that has not adopted Euro as its currency. Once your Payment Order has been provided to us, you may not revoke it or otherwise withdraw your consent to the execution of the payment transaction, with the exception that you are able to cancel a Recurring Payment provided that you do so before the end of the Business Day which falls on the day before the next recurring payment is due to be made. We are under no obligation to execute your Payment Order if you do not have sufficient funds. PayPal reserves the right not to effect a payment made by you until it receives cleared funds.”

## 3. Third party initiated payments (including Recurring Payments)

Old Section 3.9 has now become Section 3.10. Section 3.10 is being amended, amongst other things, to clarify when a user can request a refund for a variable Recurring Payment. Section 3.10 will now read as follows:

**“3.10 Third party initiated payments (including Recurring Payments).** A third party initiated payment is a payment in which you provide an advance Authorisation to a third party (for example, a merchant or eBay) to collect funds from your PayPal Account. One example of this type of payment is a “Recurring Payment” which is a third party initiated payment that can be managed via your PayPal Account. By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time, sporadic, or recurring basis until you cancel your arrangement or authorisation with the applicable third party. **You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.** 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 your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee (per section 8) 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 third party initiated payments being based on fluctuating exchange rates. Third parties who present us with a payment request under this provision, warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts). Third parties who present us with a payment request

under this provision also agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment. For Recurring Payments, you will have the option of selecting a Preferred Funding Source. If you do not select a Preferred Funding Source then the Default Funding Sources will apply. Recurring Payments are sometimes called "subscriptions", "preapproved payments" or "automatic payments". You agree that you can not request a refund from PayPal for a variable Recurring Payment unless:

- a. the applicable amount exceeded the amount you could have reasonably been expected to make, taking into account your previous spending patterns and the circumstances of the case;
- b. your consent to the making of the Recurring Payment was not given as set out in section 3.1(c);
- c. the information relating to the Recurring 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;
- d. you notify us of the request within 8 weeks from the date the payment was made; and
- e. you comply with our requests to obtain information which we reasonably require to review the circumstances of the case."

#### 4. Non discouragement

Section 4.5 (No Surcharges) is being amended to highlight that, if you charge a buyer any form of surcharge, PayPal has no liability to the buyer where you have failed to inform the buyer of the surcharge. Section 4.5 will now read as follows:

**"4.5 Non discouragement.** In representations to your customers or in public communications, you agree not to mischaracterise or disparage PayPal as a payment method. You agree that you will only surcharge for the use of PayPal in compliance with any law applicable to you. You further agree that if you do charge a buyer any form of surcharge that you, and not PayPal, will inform the buyer of the requested charge. PayPal has no liability to any buyer where you have failed to inform the buyer of any surcharge. You acknowledge that if you are permitted to surcharge and your further fail to disclose any form of surcharge to a buyer this may constitute a criminal offence by you."

#### 5. Receiving Money in Multiple Currencies.

Section 4.6 is being amended to highlight that, where you (and not PayPal) offer a currency conversion at the point of sale, PayPal has no liability to any buyer if you fail to inform the buyer of the exchange rate and charges. Section 4.6 will now read as follows:

**"4.6 Receiving Money in Multiple Currencies.** You do not need to maintain a Balance in a particular currency to accept payments sent in that currency. If you already maintain a Balance in the currency in which you receive a payment, we will credit all payments received in that currency to your Balance. If you receive a payment in a currency for which you do not have a Balance, the payment will remain pending and we will ask you to manually accept or deny the payment unless you have a Premier or Business Account and have already established a preference in your Profile to automatically accept payments in that currency. Where you (not PayPal) offer a currency conversion at the point of sale, you will inform the buyer of the exchange rate and any charges that will be applied to the payment transaction. PayPal has no liability to any buyer if you fail to inform the buyer of the exchange rate and charges. You acknowledge that if you fail to disclose the exchange rate and charges to the buyer this may constitute a criminal offence by you."

#### 6. Balances and transaction information

Section 5.1 is being amended to highlight that PayPal may charge a Fee for providing you with additional information or for providing the transaction history and other information about Fees in a way otherwise than as described in Section 5.1. Section 5.1 will now read as follows:

**"5.1 Balances and transaction information.** You may check your Balance by logging into your Account. Key information relating to your payments will be provided to you via e-mail and your transaction history will also be updated and made available to you at any time by logging into your Account. You will also be able to access a downloadable report via the "History" section of your Account. The "History" section will also show all Fees incurred and any other amounts charged to your Account in the relevant period. The "History" will only be updated and made available if there has been any activity on your Account or any Fees have been incurred in the relevant period. PayPal reserves the right to charge a Fee for providing you with additional information or for providing the transaction history and other information about Fees in a different way. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy. PayPal will ensure that the details of each transaction will be made available for you to view online for at least 13 months from when it is first made available. You do not need to maintain a Balance in your Account in order to make payments. A Balance will be created whenever you use the Service to make either a Bank Funded Payment or a Card Funded Payment. If you hold a Balance you will not receive interest or any other earnings on this Balance because the Balance represents E-Money and not a deposit."

#### 7. Withdrawal/Redemption Limits

Section 6.2 is being amended to clarify the actions we may take where a "Redemption Risk" is identified by us. Section 6.2 will now read as follows:

**"6.2 Withdrawal/Redemption Limits.** There is a limit on the minimum value of E-money that you are able to redeem which is at least 10 Euros. You agree to comply with our requests to verify your identity before we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. The withdrawal limit on your Account is 750 Euros per month (reset each month following the date you first opened your Account) or if this limit is not reached, 1 000 Euros per calendar year starting from the date that payment activity first took place on your Account. You can view your withdrawal limit (including, those applicable to withdrawal to your branded Mastercard or Visa card (as applicable), if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview." Redemption transactions from your Payment Account will be executed within the timeframes set out in section 3.1, however, we may review your withdrawal transaction to mitigate any risks and/or to prevent money laundering and to ascertain whether any Restricted Activity (as set out in section 9) is taking place ("Redemption Risk"). Where a Redemption Risk is identified by us, we reserve the right to restrict your Payment Instrument and/or refuse your

Payment Order. When you instruct us to perform a redemption, we may treat this as a future dated Payment Order which we will execute within the timeframes set out in section 3.1 once we determine the Redemption Risk has passed. If we release the restriction and/or proceed to process your withdrawal, you agree that the date of your Payment Order will start on the Business Day the restriction was lifted.”

## 8. Fees

Section 8 is being amended to update the following fees:

### a. Currency Conversion Fee

The description of the Currency Conversion Fee is being amended to clarify the fact that the exchange rate is adjusted regularly and may be applied immediately and without notice to you. The relevant description now reads as follows:

Activity	Fee
<p>Currency Conversion Fee</p> <p>If your transaction involves a currency conversion, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a 2.5% processing fee above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.</p>	<p>2.5% above the wholesale exchange rate</p> <p>The “Currency Converter” tool can be accessed through your Account and used to see what exchange rates apply at any given time.</p>

### b. Records Request Fee

The description of the Records Request Fee is being amended to clarify the fact that the Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. The relevant description now reads as follows:

Activity	Fee
Records Request Fee	<p>€12 EUR (per item)</p> <p>This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.</p>

## 9. Restricted Activities

A new Section 9.1p is being added to make it a Restricted Activity to undertake an activity that does or may present to us a sudden, significant or otherwise unacceptable level of exposure. Old Section 9.1p will now be Section 9.1q and subsequent subclauses in Section 9.1 will be re-numbered/re-lettered in the same way. Section 9.1 (taken with section 9.1p) will read as follows:

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

...p. Undertake activity that does or may present to us a sudden, significant or otherwise unacceptable level of exposure (as PayPal reasonably believes based on the information available to it);...”

## 10. Keeping your Payment Instrument Safe

A new Section 9.2 is being added to outline the obligations you agree to perform in order to keep your Payment Instrument safe. Section 9.2 will read as follows:

**“9.2 Keeping your Payment Instrument Safe.** You agree to perform the following actions to keep your Payment Instrument safe:

- a. Not engage in any of the Restricted Activities;
- b. Keep the details of your Funding Sources and password safe;
- c. Not allow anyone else to have or use your Funding Sources or password details;
- d. Not disclose the details of your Funding Sources or password except when using the Service;
- e. Never write your password in a way that can be understood by someone else;
- f. Not choose a password that is made more memorable to you such as a sequence of letters or numbers that may be easy to guess;
- g. Take care to make sure that no one sees your password when you use it; and
- h. Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe.”

## 11. Actions by PayPal

Section 10.2 is being amended to further clarify the actions that PayPal may take if it has reason to believe that you have engaged in any Restricted Activities. Current Section 10.2 (a) will be deleted and 10.2(a), (b) and (c) will now be read as follows:

**“10.2 Actions by PayPal.** If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect PayPal, a User, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include

but are not limited to the following:

- a. We may, at any time and without liability, suspend, block, limit, close or cancel your right to use your Payment Instrument or Account entirely or for any particular transaction, which may in turn suspend, block, limit, close or cancel access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial Information). We will normally give you advance notice of any suspension or cancellation but we may, if it is reasonable to do so (for example if you are in breach of this Agreement or we consider it advisable for security reasons), suspend or cancel your right to use your Payment Instrument or Account without prior notice to you;
- b. Block your Account and/or hold any funds in the Reserve Account;
- c. Refuse any particular payment transaction at any time for any reason and will only be required to make available the fact of the refusal and the reasons for the refusal and how you may resolve the problem, where possible, upon request and provided it is not prohibited by law."

Section 10.2 will now also contain the following:

"Unless otherwise directed by us, you must not use or attempt to use your Payment Instrument or Account while it is suspended or has been closed. You must ensure that all agreements with merchants or other third parties that involve third party initiated payments (including, Recurring Payments) set up from your Account are cancelled immediately upon the termination, suspension or closure of your Account. You remain liable under this Agreement in respect of all charges and other amounts incurred through the use of your Account at any time, irrespective of termination, suspension or closure."

## 12. Payment Hold

A new Section 10.5 is being added to highlight the actions that PayPal may take if you receive a payment that involves Transaction Risk. Old Section 10.5 will now be Section 10.6 and subsequent subclauses in Section 10 will be re-numbered/re-lettered in the same way. Section 10.5 will now read as follows:

### "10.5 Payment Hold

- a. You agree that if either:
  - i. you receive a payment that involves Transaction Risk; or
  - ii. there may be a higher than acceptable level of risk or exposure associated with your Account (based on the information available to PayPal at the relevant time and what in its sole discretion it regards as an acceptable level of risk or exposure to PayPal under all the circumstances),

PayPal may in its sole discretion (acting reasonably) place a hold on that or any payment. If PayPal places a hold on funds in your Account, we will notify you how long the hold may last, the funds will be held in your Reserve Account and those funds will be shown as "pending" in your PayPal Balance.

- b. PayPal will release the hold made on your payment under this provision when PayPal determines that the Transaction Risk; or risk or exposure associated with your Account, no longer exists. For example, for a hold made on a payment for an item purchased on eBay, PayPal may release the hold when the buyer leaves positive feedback. Please note that, notwithstanding the above, if you receive a Dispute, Claim, Chargeback, or Reversal on the transaction payment subject to the hold, the funds (or an amount equal to the relevant payment) may be held in your Reserve Account until the matter is resolved pursuant to this Agreement.
- c. You agree to provide to PayPal any information as PayPal may reasonably request to allow PayPal to determine whether the Transaction Risk or risk or exposure to your Account has passed. You may close your Account if you object to the hold under this provision. If your Account is closed for any reason, PayPal has the right to hold a payment under this provision for a period of up to 180 days from the date the complete obligations under the contract for sale (to which the payment in question relates) have been discharged."

## 13. Identifying Errors and/or Unauthorised Transactions

Section 12.1 is being amended to further clarify that you will also be held liable for unauthorised use of your Account if we have evidence that you acted fraudulently or that you have (with intent or gross negligence) failed to comply with your obligations to use your Payment Instrument in the manner set out in the User Agreement. Section 12.1 will now read as follows:

**"12.1 Identifying Errors and/or Unauthorised Transactions.** You can inspect your transaction history at any time by logging in to your Account on the PayPal website and clicking the "History" tab. It is very important that you immediately notify PayPal if you have reason to believe any of the following activities have occurred: (i) there has been an unauthorised transaction sent from your Account; (ii) there has been an unauthorised access to your Account; (iii) your password has been compromised; or (iv) someone has transferred or may transfer money from your Account without your permission (collectively called **"Improper Account Access"**). You must also immediately notify us if you have reason to believe that any other error has occurred on your Account. **In order for you to notify PayPal immediately of any of the above events, you commit to monitor your E-money account closely on a regular basis.** We will not seek to hold you liable for any unauthorised use of your Account by any person provided that we are satisfied that you have not acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password. We will hold you liable for unauthorised use of your Account if we have evidence that you acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password; you acted fraudulently or if you have with intent or gross negligence failed to comply with your obligations to use your Payment Instrument in the manner set out in this Agreement."

## 14. Notifying PayPal of Errors, Unauthorised Transactions and/or misappropriated or unauthorised use of your Payment Instrument.

Section 12.2 is being amended to outline the information that you must give to us and the steps you must take to assist PayPal in its investigation, if you believe there has been or will be an error,

unauthorised transaction, misappropriated or unauthorised use of your Payment Instrument or your Account. Section 12.2 will now read as follows:

**“12.2 Notifying PayPal of Errors, Unauthorised Transactions and/or misappropriated or unauthorised use of your Payment Instrument.** You must notify us if you believe there has been or will be an error, unauthorised transaction, misappropriated or unauthorised use of your Payment Instrument or your Account, telephone PayPal Customer Service at the telephone number shown on the PayPal WebSite(s) or, contact us using [this report form](#) or write to PayPal, Attn: Error Resolution Department 22-24 Boulevard Royal L-2449, Luxembourg. If you initially provide information to us via the telephone, we may require that you send your complaint or question in writing within 10 Business Days after the phone contact. Please complete the affidavit form and submit it online or mail it to PayPal, Attn: Error Resolution Department, 22-24 Boulevard Royal L-2449, Luxembourg. You must give us all the information in your possession as to the circumstances of any errors, unauthorised transactions and/or misappropriated or unauthorised use of your Payment Instrument or Account and take all reasonable steps requested to assist PayPal in its investigation. We may provide third parties with information we consider relevant in such circumstances in accordance with our Privacy Policy.”

**15. Liability for Unauthorised Transactions.**

Section 12.4 is being amended to clarify that you have inform us (as outlined in that section) no later than 13 months after the first Improper Account Access transaction was executed in order to be reimbursed for an unauthorised transaction sent from your Account. Section 12.4 will now read as follows:

**“12.4 Liability for Unauthorised Transactions.** If you report and we verify that there has been an Improper Account Access related to your Account and there is no evidence to suggest fraud or deliberate or grossly negligent behaviour by you, we will reimburse you in full for all unauthorised transactions sent from your Account provided that you have informed us of the Improper Account Access without undue delay and in any event, no later than 13 months after the first Improper Account Access transaction was executed. Where we believe in our reasonable opinion that further investigation is required to ascertain more clearly the circumstances surrounding the reported Improper Account Access, we will follow the same process as set out in section 12.3 above for such investigation.”

**16. Entitlement to a refund**

A new Section 12.5 is being added to clarify the conditions that need to be met for you to become entitled to a refund of the full amount of any payment transaction authorised by you and initiated by or through a merchant. Old Section 12.5 will now be Section 12.6 and subsequent subclauses in Section 12 will be renumbered in the same way. Section 12.5 will read as follows:

**“12.5 Entitlement to a refund.** You are entitled to a refund of the full amount of any payment transaction authorised by you and initiated by or through a merchant, provided the following conditions have been met: (i) the authorisation given to the merchant did not specify the exact amount of the transaction at the time the authorisation was given; (ii) the amount of the transaction exceeded the amount that you could reasonably have expected, taking into account your previous spending patterns and this Agreement; and (iii) you make the request for a refund within 8 weeks from the transaction date. We reserve the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions.”

**17. Errors**

Old Section 12.5 has now become Section 12.6. Section 12.6 is being amended, amongst other things, to highlight that PayPal will not be held liable for the non-execution or defective execution of a payment transaction (whether initiated by yourself or another PayPal customer) if you have failed to notify PayPal of such an incorrectly executed payment transaction without undue delay, or in any event no later than within 13 months after the debit date, on becoming aware of such incorrectly executed payment transaction. Section 12.6 will now read as follows:

**“12.6 Errors.** If we discover a processing error, we will rectify the error. If the error resulted in your receiving less money than you were entitled to, PayPal will credit your Account for the difference. If the error results in you receiving more money than you were entitled to, PayPal may debit the extra funds from your PayPal Account. If a payment was made to your Funding Source by way of mistake, PayPal may correct the mistake by debiting or crediting (as the case may be) your appropriate Funding Source(s). If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable to refund any amount as a result of carrying out a defective or non-executed payment transaction and for your losses or damages directly and reasonably foreseeable caused by this failure, unless:

- a. through no fault of ours, you did not have enough available funds to complete the transaction,
- b. our system was not working properly and you knew about the breakdown when you started the transaction, or
- c. circumstances beyond our control (such as fire or flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

Notwithstanding any other term of this Agreement, PayPal will not be held liable for the non-execution or defective execution of a payment transaction (whether initiated by yourself or another PayPal customer) if you have failed to notify PayPal of such an incorrectly executed payment transaction without undue delay, or in any event no later than within 13 months after the debit date, on becoming aware of such incorrectly executed payment transaction.”

**18. Corporate customers**

A new Section 14.10 is being added to clarify the definition of a “Corporate Customer” and, if you are a Corporate Customer, to outline special terms that apply to you as a Corporate Customer. Section 14.10 will read as follows:

**“14.10 Corporate customers.** If you are not a consumer (being an individual acting for purposes other than a trade, business or profession), Micro-Enterprise or a charity with an annual income of less than £1 million, we consider you to be a “Corporate Customer” and certain provisions of the Payment Services Directive may be disapplied for your use of the Service. In such cases you warrant and represent to PayPal that at the time you entered into this Agreement or any other relevant service terms,

you are a Corporate Customer and hereby agree that the following sections of this Agreement will be varied as follows:

- a. you are not entitled to the right to a refund for Recurring Payments and payment transactions initiated by a payee (i.e. a merchant) as set out in sections 3.10 and 12.5;
- b. where you identify an error, unauthorised transaction and/or misappropriated or unauthorised use of your Payment Instrument or Account in accordance with sections 12.1 and 12.2 you have up to 60 days from the date of the alleged error or Improper Account Access to notify us of it, after which time we have no obligation to investigate or act upon your notification;
- c. we will only accept liability for unauthorised transactions in accordance with section 12.4 where you have notified us of the Improper Account Access or error within 60 days of it; and
- d. you will only be entitled to lodge a claim through the UK Financial Ombudsman Service under section 14.2 where you fulfil the UK Financial Ombudsman Service's claimant criteria from time to time.

As a Corporate Customer, you further agree that while we may do so, we are not obliged to comply nor provide you with the information requirements set out in Part 5 of the Payment Services Regulations 2009. Further, you agree that regulations 60, 75, 76 and 77 of the Payment Services Regulations 2009 do not apply to your use of the PayPal Service."

## 19. Definitions

Section 15 is being amended to update the following definitions:

### a. "Authorise" or "Authorisation"

This definition has been extended to cover authorisations to any third party. The definition now reads as follows:

"**"Authorise"** or "**Authorisation**" means you authorise a merchant or other third party to collect or direct a payment from your Account."

### b. "European Economic Area" or "EEA"

This definition has been added to clarify the territories referred to when we use the terms "European Economic Area" or "EEA" in the User Agreement. The definition reads as follows:

"**"European Economic Area"** or "**EEA**" means region made up of the following countries: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and the UK."

### c. "Micro-Enterprise"

This definition has been added to clarify the meaning of that term when used to define Corporate Customers in Section 14.10. The definition reads as follows:

"**"Micro-Enterprise"** means an enterprise which employs fewer than 10 persons and has an annual balance sheet that does not exceed 2 million Euros."

### d. "PayPal," "we," "us" or "our"

This definition has been amended to help ensure that PayPal's successors and any person to whom PayPal has assigned it rights under this Agreement benefit from the Agreement. The definition now reads as follows:

"**"PayPal," "we," "us" or "our"** means PayPal (Europe) S.à.r.l. & Cie, S.C.A. with registered head office at 22-24 Boulevard Royal L-2449, Luxembourg and includes its successors and any person to whom it has assigned it rights under this Agreement."

### e. "Reversal"

This definition has been amended to clarify, for the avoidance of doubt, that in the relevant circumstances described in the definition, payments that have not been authorised by the sender under the terms of a valid third party initiated payment authorisation can be reversed. The definition now reads as follows:

"**"Reversal"** means a payment that you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a buyer directly with their bank; and/or (b) removed from your Balance for any reason (other than a Chargeback or Claim pursuant to a Buyer Protection Program), including, without limitation, if the payment violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable Use Policy or where the payment amount was not authorized by the sender with the relevant third party in connection with a valid third party initiated payment authorization (see section 3.10); and/or (c) has been categorised by PayPal's internal risk modelling as a risky payment required to be reversed to mitigate the risk associated with the payment. The term "Reversed" shall be construed accordingly."

### f. "Transaction Risk"

This definition has been added to clarify why PayPal may establish a Payment Hold pursuant to Section 10.5. The definition reads as follows:

"**"Transaction Risk"** means the risk of PayPal's position being adversely affected with respect to any liability of yours to PayPal or any third party relating to any commercial transaction payment (including, without limitation, (i) the risk relating to any Dispute, Claim, Chargeback, Reversal, fees, fines or penalties, (ii) the risk of a seller not performing a contract with its buyers, (iii) a risk that arises if you sell an item that you do

not immediately deliver upon receipt of payment and (iv) any other liability incurred by PayPal (or any third party) related to the payment in question), in each case whether actual or anticipated. Transaction Risk includes, without limitation, (a) in the case of event or concert ticket sales, the risk that exists until the event or concert has taken place and, (b) in the case of transactions relating to travel, the risk that exists until the travel-related goods and services have been provided.”

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

1. **Prohibited Activities**

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

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

2. **Activities Requiring Pre-Approval**

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

- **Amendment to the PayPal Privacy Policy**

1. **Our Use of “Cookies”**

This section is being amended to highlight that we may also collect information about your computer or other access device to mitigate risk and for fraud prevention purposes.

2. **Disclosure to Other PayPal Customers**

The second paragraph in this section is being amended to highlight that if an attempt to pay your seller fails, or is later invalidated, we may now also provide your seller with details of that unsuccessful payment.

3. **Disclosure to Third Parties other than PayPal Customers**

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties for the following purposes:

#### Customer Service Outsourcing

Competence Call Center Leipzig GmbH (Germany)	To allow telephone and e-mail customer support services	Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, National identity number, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.
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#### Credit Reference and Fraud Agencies

UK Data Limited (UK), ICC Information Limited (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	To verify identity, make decisions concerning a customer’s credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
SCHUFA Holding AG (Germany)	To verify identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering To determine credit worthiness of merchants.	Name, address, date of birth, gender, bank account details

#### Marketing and public relations

inContact (USA)	To conduct customer service surveys	Name, e-mail address, type of account, type and nature of PayPal services offered or used and relevant transaction information.
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#### Operational services

EOS Solutions UK Plc (UK), EOS Deutschland GmbH (Germany), EOS Aremas Belgium SANV (Belgium), EOS Nederland B.V. (the Netherlands), Arvato Services Iberia (Spain), BFS Risk and Collection GmbH (Germany), Transcom Worldwide (France), SAS (France), Transcom Worldwide S.p.A (Italy), HFG Hanseatische Inkasso-und Factoring-Gesellschaft (Germany)	To collect debt	Name, address, telephone number, account number, e-mail, account type, last four digits of financial instruments account, account balance, details of account transactions and liabilities.
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Group companies		
PayPal Europe Services Limited (Ireland) and eBay Europe Services Limited (Ireland)	Acting on behalf of PayPal for the purpose of customer support, risk assessment, compliance and other back office	All account information
Bill Me Later, Inc. (US)	To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information

#### 4. Our Contacts with PayPal Customers

This section is being amended to clarify that we may also communicate with users by phone to carry out collection activities.

### Amendment to the PayPal User Agreement

Effective Date: Aug 19, 2009

 [Print](#)

#### • Amendment to the PayPal User Agreement

##### 1. Transferring your Account

Section 1.5 is being amended to clarify the position that you are unable to transfer a PayPal Account to another person. Section 1.5 will now read as follows:

**“1.5 Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without PayPal’s prior written consent. You are not permitted to transfer your Account to a third party. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Account under section 7.1.”

##### 2. Eligibility

Section 2.1 is being amended to clarify the eligibility requirements for receiving our Services. In particular, by using the PayPal Service you warrant to us if you are an individual and you open an Account with us that you are not acting on behalf of an undisclosed principal or a third party beneficiary. Section 2.1 will now read as follows:

**“2.1 Eligibility.** To be eligible for our Services, you must be at least 18 years old and a resident of one of the countries listed on the [PayPal World-Wide](#) page. You further represent and warrant to us that if you are an individual and you open an Account with us that you are not acting on behalf of an undisclosed principal or a third party beneficiary. This Agreement applies only to Users who are residents of Spain. If you are a resident of another country, you may access your agreement from the PayPal WebSite(s) in your country (if applicable).”

##### 3. Quick Pay – Preferred Funding Source

Section 3.4 is being amended to clarify the position on selecting a Preferred Funding Source when using the PayPal Mobile feature known as “Quick Pay”. Section 3.4 will now read as follows:

**3.4 Preferred Funding Source.** If you would like to select a Preferred Funding Source, you may do so in these instances:

- Each time you make a payment. Each time you make a payment, you may select a Preferred Funding Source. You may do so on the “Review Your Payment” page by clicking on the link to change your payment method and selecting from the available funding options.
- In your Account Profile – Recurring Payments. If you have set up a Recurring or Automatic Payment, or authorised a merchant to collect payments from your PayPal Account, you may select a Preferred Funding Source for all future payments to the merchant. You may do so by logging in to your Account, selecting “Profile”, selecting “Recurring Payments” or “Pay List”, and then by selecting the links to set a Preferred Funding Source (may be called “Backup Funding Source”).
- Limitations. If you have a Balance in your PayPal Account, PayPal will use your Balance instead of your Preferred Funding Source. If you have a Balance and do not want to use it to fund your next payment, you must withdraw your Balance before initiating your next payment.
- Quick Pay. If you select “Quick Pay” for your PayPal Mobile payments, you will not be able to select a Preferred Funding Source for your future PayPal Mobile payments made with Quick Pay. You may cancel your “Quick Pay” setting at any time from your mobile phone.

##### 4. Third Party Initiated Payments (including Recurring Payments)

Section 3.9 is being amended to clarify how third party initiated payments (including Recurring Payments) work. Section 3.9 will now read as follows:

**“3.9 Third party initiated payments (including Recurring Payments).** A third party initiated payment is a payment in which you provide an advance Authorisation to a third party (for example, a merchant or eBay) to collect funds from your PayPal Account. One example of this type of payment is a “Recurring Payment” which is a third party initiated payment that can be managed via your PayPal Account. By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-

time, sporadic, or recurring basis until you cancel your agreement or authorisation with the applicable third party. **You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.** 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. Third parties who present us with a payment request under this provision, warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts). For Recurring Payments, you will have the option of selecting a Preferred Funding Source. If you do not select a Preferred Funding Source then the Default Funding Sources will apply. Recurring Payments are sometimes called "subscriptions", "preapproved payments" or "automatic payments."

## 5. Fees

Section 8 is being amended to change the fixed fee in euro applicable to Micropayments from 0.05 EUR to 0.10 EUR. The line of the table in section 8 relating to Micropayments shall now read as follow:

Micropayments (applies to all payments regardless of the amount)	If PayPal notifies you in writing that you are approved for receiving the micropayment rate, the following will apply:	<b>Fixed Fee</b> (depending on currency): £0,05 GBP, €0,10 EUR, \$0,05 CAD, \$0,05 USD, ¥7 JPY, \$0,05 AUD, 0,09 CHF, 0,47 NOK, 0,54 SEK, 0,43 DKK, 0,23 PLN, 15 HUF, 1,67 CZK, \$0,08 SGD, \$0,39 HKD, 0,20 ILS, \$0,55 MXN, \$0,08 NZD
	<b>Domestic receiving fee:</b>	Users who receive payments in Euros from Users with Accounts in the European Union or EEA will pay the domestic receiving fees.
	5% + Fixed Fee of each payment received,	
	<b>Cross border receiving fee:</b>	
	6% + Fixed Fee of each payment received	

## 6. Your Liability

Section 10.1 is being amended to clarify (i) the scope of your liability for PayPal Buyer Protection and Buyer Complaint Policy claims and (ii) actions we may take when collecting from you any amounts for which you are liable. Section 10.1 will now read as follows:

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

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

**Reimbursement for Your Liability.** In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance if available. Under PayPal Buyer Protection and under PayPal Buyer Complaint Policy (but in the latter case, only if the buyer is from the US, the UK or Canada), and if you do not have a Balance that is sufficient to cover your liability, your Account will have a negative Balance and you will be required to immediately add funds to your Balance to eliminate the negative Balance. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.”

Also the definition of “Claim” will now read:

**“Claim”** means a challenge to a payment that a sender of a payment files directly with “PayPal, including, without limitation, challenges filed under the PayPal protections for buyers (PayPal Buyer Protection or Buyer Complaint Policy) set out in section 13.”

## 7. Limiting access to your Account

Section 10.3 is being amended to clarify actions we may take if we suspect that your Account has been accessed without your authorisation when collecting from you any amounts for which you are liable. Section 10.3 will now read as follows:

**“10.3 Account Closure and Limited Access.** At our sole discretion (acting reasonably), we may close your Account and terminate this Agreement with you at any time where expedient to do so. If we close your Account, we will provide you with notice of Account closure and where practicable, the reasons for closing your Account, together with the ability to withdraw any undisputed funds that we are holding. If we suspect that your Account has been accessed without your authorisation, we may also suspend, or limit, your access to your Account or the Services (such as limiting access to any of your Funding Sources, and your ability to send money, make withdrawals, or remove financial information). If we otherwise limit access to your Account, we will provide you with notice and opportunity to request restoration of access if appropriate.”

## 8. Limitations of Liability

Section 14.5 is being amended to clarify the position on the limitation of our liability to you. Section 14.5 will now read as follows:

**“14.5 Limitations of Liability.** We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these

circumstances is limited as set out in the remainder of this section.

a. In no event shall we, the other companies in our corporate group, persons who act on our behalf, and/or the persons we enter into contracts with be liable for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:

- i. any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings; or
- ii. any loss or corruption of data; or
- iii. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; or
- iv. any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

b. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from either our or our subcontractor's negligence or to the extent such limitation or exclusion is not permitted by applicable law."

## 9. Licence Grant

Section 14.9 is being amended to clarify how you may use PayPal's software licensed to you under that section. Section 14.9 will now read as follows:

**"14.9 Licence grant.** PayPal and its licensors grant you a limited nonexclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation, together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations). If you do not comply with PayPal's instructions, implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal."

## Amendment to the PayPal Privacy Policy

### 1. Disclosure to Third Parties other than PayPal Customers

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following additional third parties for the following purposes:

#### Customer Service Outsourcing

ICT Group Inc. (US)	To perform and facilitate telephone customer support.	Name, address, phone number, PayPal account number.
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#### Credit Reference and Fraud Agencies

Payment Trust Limited (UK), 192.com Limited, i-CD Publishing Limited (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or moneylaundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
World-Check (UK)	To verify identity	All account information

#### Financial Products

The Royal Bank of Scotland plc (United Kingdom), TSYS Card Tech Limited (United Kingdom), TSYS Managed Services EMEA Limited (United Kingdom), TSYS Systems Services Inc. (USA)	Joint marketing campaigns for PayPal pre-paid card, risk and fraud modelling, enforcement of terms and conditions for PayPal prepaid card	Name, address, e-mail, date of birth and account information
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Société Générale, La Banque Postale, BNP Paribas and Crédit Mutuel (France)	Billing purposes	Only for merchants using PayPal through the partner's payment solution: merchant ID, number of PayPal transactions, transaction volume with PayPal and, as the case may be, termination of the PayPal account.
Cetelem S.A, Cofidis and Cofinoga S.A. (France)	Registration of the credit card issued by the credit company on the user's PayPal account and processing of funding requests made by the same user.	Name, e-mail address, birth date (as the case may be), credit card number; expiry date, 3 digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.

#### Marketing and public relations

Responsys (USA)	Fulfilment of e-mail marketing programs of PayPal services and promotions.	Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.
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#### Operational services

Digital River Inc. (US) Research in Motion Limited (US)	To enable you to access and use PayPal via a mobile device (for example, mobile phone or PDA)	Applicable details of your account information which are transmitted as part of your use of PayPal via a mobile device.
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## 2. Disclosure to Third Parties other than PayPal Customers - "All account information"

The paragraph sitting immediately below the tables in this section is being amended to clarify the definition of "All account information". The relevant paragraph will now read as follows:

"For the purpose of this table, the phrase "All account information" includes: name, address, e-mail, telephone number, IP address, account number, account type, details of funding instruments associated with the account, details of payment transactions, details of commercial transactions, customer statements and reports, account preferences, details of identity collected as part of our "know your customer" checks on you, and customer correspondence."

### Amendment to the PayPal Acceptable Use Policy

Effective Date: Jun 03, 2009



#### • Prohibited Activities

Beginning 3 June 2009 the PayPal Acceptable Use Policy is being amended to include a new Section 4 as follows:

##### Prohibited Activities

You may not use the PayPal service for activities that:

"4. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent"

### Amendment to the PayPal User Agreement

Effective Date: Jun 03, 2009



#### • Beginning 11 February 2009 the PayPal Privacy Policy is being amended as follows:

The Privacy Policy is being amended so that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

##### Group companies:

eBay Inc. (USA), eBay Europe S.à.r.l. (Luxembourg), eBay International AG (Switzerland), eBay CS Vancouver Inc. (Canada), Skype Communications SA (Luxembourg), Skype Inc. (USA), Skype Software SA (Luxembourg),	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide	All account information
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GumTree.com Limited (UK), Kijiji International Limited (Ireland), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited, Marktplaats B.V (Netherlands), Tradera AB (Sweden)	decisions about their products, services and communications (not acting as a sub-contractor of PayPal)
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### Credit Reference Agencies

Callcredit plc., Experian Limited and Dun & Bradstreet Limited (United Kingdom), CIFAS (UK), Coface (France), Synectics Solutions Limited (UK), Equifax Ltd (UK), MCL Hunter (UK), GB Group plc (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number (if appropriate)
SCHUFA Holding AG (Germany)	Verify identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering. To determine credit worthiness of a merchant using eBay Express in Germany.	Name, address, date of birth, gender

The privacy Policy has also been amended to inform you that we can contact you by phone in order to confirm information concerning your identity, business or account activity and to allow and clarify that if you provide personal information by sending money to another PayPal customer and that customer provides us with details of your personal information, PayPal may add this personal information to your account profile and use this information in further transactions you make with us.

## • I. Changes to the PayPal User Agreement

### A. In clause 8 of the User Agreement:

- As an introduction to clause 8, we have clarified the following:

"Fees for Users registered in Spain are as follows. For Users with a PayPal Account registered in a region which is not Spain, then for the avoidance of doubt, those Users will be liable to PayPal for the fees as set out in the terms of the User Agreement relevant to that other region or as set out in the Fee Table available from the "footer" of each page of the PayPal website applicable to the country where the User is registered. The Fees payable by you will depend (in part) on whether you are making a Commercial Payment or a Personal Payment, together with which Funding Source was used to make that payment. If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase. If you do so, PayPal may remove your ability to accept any or all Personal Payments."

- PayPal is pleased to announce that it will change its fee structure to make it more attractive for customers to send personal payments in Spain. The following amendments to the PayPal User Agreement will be applicable to Spanish customers to allow this change in fee structure:

Sending Payments (excluding Mass Payments)	Free	The sender of a Personal Payment made via the "Personal" tab in the "Send Money" feature may chose to pay the fee, if a fee applies to that payment.
Receiving domestic Personal Payments made via the "Personal" tab in the "Send Money" feature	Free	Customers receiving <b>cross border</b> Personal Payments via the "Personal" tab in the "Send Money" feature and which are also Balance or Bank Funded Payments will be charged a fee of 0.5% of the payment amount. This fee will not be charged if the payment is received in Euros from another User registered in the European Union or EEA Registered Accounts in China and Germany are not currently able to initiate Personal Payments via the "Personal" tab in the "Send Money" feature and the receipt of payments from these

which are also Balance/Bank Funded Payments	Account holders will attract the fee set out below.	
Receiving Personal Payments and/or Commercial Payments (subject to the above)	<p>Standard rates: 3.4% + Fixed Fee for each Domestic payment transaction.</p> <p>3.9% + Fixed Fee for each cross border payment transaction.</p> <p>Merchant rates (based on monthly transaction volume and a one-time application):</p> <p>1.9% - 2.9% + Fixed Fee for each Domestic payment transaction.</p> <p>2.4% - 3.4% + Fixed Fee for each cross border payment transaction.</p> <p>(the monthly volume tiers applicable to these Merchant rates are further described in the Fees section accessible from every page of the PayPal Website)</p>	<p><b>Fixed Fee</b> (depending on the payment currency): £0.20 GBP, €0.35 EUR, \$0.30 USD, \$0.30 CAD, ¥40 JPY, \$0.40 AUD, 0.55 CHF, 2.80 NOK, 3.25 SEK, 2.60 DKK, 1.35 PLN, 90 HUF, 10.00 CZK, \$0.50 SGD, \$2.35 HKD, 1.20 ILS, 4.00 MXN or \$0.45 NZD</p> <p>Customers who receive cross border payments in Euros from Users with Accounts in the European Union or EEA will pay the fees applicable to domestic payment transactions.</p>

- We also clarified the section relating to the fees applicable to micropayments:

Micropayments (applies to all payments regardless of the amount)	<p>If PayPal notifies you in writing that you are approved for receiving the micropayment rate, the following will apply:</p> <p><b>Domestic receiving fee:</b></p> <p>5% + Fixed Fee of each payment received</p> <p><b>Cross border receiving fee:</b></p> <p>6% + Fixed Fee of each payment received</p>	<p><b>Fixed Fee</b> (depending on the payment currency): £0.05 GBP, €0.05 EUR, \$0.05 CAD, \$0.05 USD, ¥7 JPY, \$0.05 AUD, 0.09 CHF, 0.47 NOK, 0.54 SEK, 0.43 DKK, 0.23 PLN, 15 HUF, 1.67 CZK, \$0.08 SGD, \$0.39 HKD, 0.20 ILS, 55 MXN, \$0.08 NZD</p> <p>Users who receive payments in Euros from Users with Accounts in the European Union or EEA will pay the domestic receiving fees.</p>
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**B. In clause 10.2 of the User Agreement, we added the following:**

"We may reverse a payment (including, if appropriate, to the sender's Funding Source), that violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable Use Policy".

**C. We modified clause 10.4. Reserves as follows:**

"PayPal, in its sole discretion, may place a Reserve on funds held in your Account when PayPal reasonably believes (based on the information available to PayPal at the time of taking the Reserve and what in its sole discretion it regards as an acceptable level of risk to PayPal under all the circumstances) there may be a higher than acceptable level of risk associated with your Account. If PayPal places a Reserve on funds in your Account, it will be shown as "pending" in your PayPal Balance. If your Account is subject to a Reserve, PayPal will provide you with a notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms. You may close your Account if you object to the Reserve. If your Account is closed for any reason, we have the right to hold the Reserve for up to 180 Days. When managing risk for Accounts, we may also limit the amount you can immediately withdraw or change the speed or the method of payment for withdrawals, set-off amounts from your Balance and/or require that you, or a person associated with you, enter into other forms of security arrangements with us (for example, by providing a guarantee or requiring you to deposit funds with us as security for your obligations to us or third parties). You also agree to undertake, at your own expense, any further action (including, without limitation, executing any necessary

documents and registering any form of document reasonably required by us to allow us to perfect any form of security interest or otherwise) required to establish a Reserve or other form of security in a manner reasonably determined by us."

#### **D. We added the following new clauses:**

##### **"10.5 eBay Item Hold.**

- a. PayPal, in its sole discretion, may place a hold on a payment you receive for an eBay transaction when PayPal believes there may be a high level of risk associated with the transaction. If PayPal places a hold on your payment, it will show as "pending" in your PayPal Account.
- b. Release of eBay item hold. PayPal will release the eBay item hold after 21 days unless you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the hold. PayPal may release the hold earlier if the buyer leaves positive feedback on eBay.
- c. Additional hold period. If you receive a Dispute, Claim, Chargeback, or Reversal on the transaction subject to the eBay item hold, PayPal may hold the payment in your Account (or an amount equal to the relevant payment) until the matter is resolved pursuant to this Agreement.

##### **10.6 Information about you**

You agree to provide us, upon our reasonable request and at your own expense, information about your finance and operations, including, without limitation, your most recent financial statements (certified or otherwise) and merchant processing statements (if applicable)."

**E PayPal is pleased to announce that it will be implementing a new seller protection policy that will allow eBay sellers to be re-imbursed for Chargebacks and Reversals issued for the reason of an Unauthorised Payment and for Chargebacks or Claims issued for the reason of "Item Not Received". The new seller protection policy terms below will apply to Claims, Reversals and Chargebacks filed beginning 3 June 2009:**

#### **11. Seller Protection Programme**

##### **11.1 What is PayPal seller protection?**

We will re-imburse you an amount for Claims, Chargebacks, or Reversals made against you based on the following reasons:

- a. A Chargeback or Reversal was issued against you for the reason of an "Unauthorised Payment"; or
- b. A Chargeback or Claim was issued against you for the reason of "Item Not Received".

**11.2 PayPal seller protection is available to** eBay sellers with registered PayPal Accounts in Spain and who also receive PayPal payments from buyers who make eligible purchases via eBay worldwide.

PayPal seller protection does not apply to Claims, Chargebacks and/or Reversals for the reason that the purchase was Significantly Not as Described (SNAD) nor for items that you deliver or are picked up in person.

##### **11.3 How much protection is provided by PayPal seller protection?**

PayPal will pay you the full amount of an eligible payment the subject of the Claim, Chargeback, or Reversal and waive the Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive re-imburement under PayPal Seller Protection.

##### **11.4 What happens when a buyer files a Claim, Chargeback, or Reversal?**

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback, or Reversal. In placing such a hold, we will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal, unless we have another reason for doing so. If the payment is eligible for a payment under the terms of PayPal seller protection, we will release the hold and restore your access to the applicable funds.

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

##### **11.6 Eligibility Requirements**

###### **What are the eligibility requirements for PayPal seller protection?**

You must meet all of these requirements to be covered:

- a. The item must be purchased via eBay.
- b. The item purchased must be a physical, tangible good that can be posted.
- c. The transaction must be marked by PayPal as eligible or partially eligible for seller protection on your Account "Transaction Details" page.
- d. If it is marked eligible, protection for both Unauthorised Payments and Item Not Received will apply. If it is marked partially eligible, protection for only Item Not Received will apply.
- e. Items sold on eBay will be marked eligible even if the shipping address is marked unconfirmed.
- f. Post the item to the shipping address on the "Transaction Details" page.
- g. You may access the "Transactions Details" page by logging into your PayPal Account, selecting "History" and then selecting "Details" for the transaction.
- h. Follow the postage requirements described below.
  - i. You must accept a single payment from one PayPal Account for the purchase.
  - j. You must not charge a surcharge for accepting PayPal.
- k. Respond to PayPal's requests for documentation and other information that is reasonably required by

PayPal to investigate the matter in a timely manner.

- I. Your primary residence, as listed in your PayPal Account, must be in Spain.

#### 11.7 What are the postage requirements?

Postage requirements	Protection for Unauthorised Payment	Protection for Item Not Received
Proof of Postage	X	
Proof of Delivery		X
Postage within 7 calendar days of receipt of payment*		X

\* If the payment is for pre-ordered or made-to-order goods, postage is required within the timeframe specified in the eBay item listing.

#### 11.8 What is "Proof of Postage"?

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

- a. A status of "shipped" (or equivalent) and the date of postage
- b. The recipient's address, showing at least the city/county or postcode (or international equivalent).
- c. Official acceptance from the shipping company (for example, a postmark, a receipt, or online tracking information). Or, if you have Proof of Delivery then you do not need Proof of Postage.

#### 11.9 What is "Proof of Delivery"?

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

- a. A status of "delivered" (or equivalent) and the date of delivery.
- b. The recipient's address, showing at least the city/county or postcode (or international equivalent).
- c. Signature Confirmation for transactions that total 200 euro or more (see Foreign Currency Equivalents below).

#### Foreign Currency Equivalents (200 euro EUR)

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

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

- a. Items bought outside of eBay
- b. Intangible items, licenses for digital content, and services
- c. Items that you deliver in person
- d. Transactions made through Virtual Terminal (if available)
- e. Claims, Chargebacks and Reversals for Significantly Not as Described.

**F. PayPal is pleased to announce that it will be expanding the terms of its Buyer Protection Programme to remove the caps on the amounts for re-imbursalment for eligible purchases made on www.ebay.es. The new terms below will apply to Claims filed beginning 3 June 2009.**

#### 13. Disputes between Buyers and Sellers - Buyer Protection Programmes

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

PayPal has 2 programmes to help protect you:

- a. PayPal Buyer Protection (for eligible items purchased via your PayPal Account and made on eBay; and
- b. PayPal Buyer Complaint Policy (for all items purchased using PayPal off eBay). (together, referred to as "PayPal's protection for buyers").

Please note that PayPal's protection for buyers only applies if you use your PayPal Account to make a purchase.

##### 13.2 What types of problems are covered?

PayPal's programs help you with either of these problems:

- a. You did not receive the item you paid with PayPal – "Item Not Received" ("INR").
- b. You received an item you paid with PayPal but it is "Significantly Not as Described" ("SNAD").

PayPal Buyer Complaint Policy only helps you with INR problems.

If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre following the link "Security Center" at the bottom of the home page of the PayPal Website.

### 13.3 What is Significantly Not as Described (SNAD)?

- a. An item is Significantly Not as Described if it is materially different from what the seller described in the item listing. Here are some non exhaustive examples:
  - You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
  - The condition of the item was misrepresented. For instance, the listing said "new" and the item was used.
  - The item was advertised as authentic but is not authentic.
  - The item is missing major parts or features that were not disclosed in the listing.
  - You purchased 3 items from a seller but received only 2.
  - The item was damaged during postage.

An item is not Significantly Not as Described (SNAD) if it is materially similar to the seller's description. Here are some non exhaustive examples:

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

### 13.4 What items are not covered by PayPal's Protection for buyers

PayPal's protection for buyers only applies to payments for certain tangible, physical goods. Payments for: intangibles, services, real estate, businesses, vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats), custom made items, airline flight tickets, eBay classified advertisements, items prohibited under our Acceptable Use Policy or licenses and other access to digital content (collectively, "Ineligible Items") are not eligible under PayPal's protections for buyers. Please also note that "Significantly Not as Described" Claims which are associated with a purchase of an item outside of eBay are **not** eligible for re-imbursalment under any of PayPal's protection for buyers. Please also note that Personal Payments are **not** eligible for re-imbursalment under any of PayPal's protection for buyers.

### PayPal Buyer Protection

#### 13.5 What are the eligibility requirements for PayPal Buyer Protection?

You must meet all of these requirements to be eligible for a payment under PayPal Buyer Protection:

- a. Use PayPal to purchase an eligible item on eBay.
- b. Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- c. Send the payment to the seller through:
  - The eBay "Pay Now" button or the eBay invoice, or
  - The "Send Money" button of your PayPal account by selecting "eBay Item" and entering your eBay User ID and the eBay item number.
- d. Open a Dispute within 45 days of the date you sent the payment and follow the online dispute resolution process described below under "Dispute Resolution."
- e. Keep your PayPal account in good standing.

#### 13.6 How do I know if I'm purchasing an eligible item on eBay?

- a. Look for the buyer protection message in the eBay listing. If you see this message and you meet the eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging in to your eBay account, going to "my eBay," then "won," and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.
- b. Not all eBay websites offer PayPal Buyer Protection. If you purchase an item on an eBay site other than eBay.es, your eligibility to receive a payment and the terms applicable to you, will be dependent upon the terms of the protection programme set out on the eBay site where you placed your winning bid or where you purchased through the 'buy it now' feature. Some eBay sites do not provide PayPal Buyer Protection and may offer a different form of protection (e.g. eBay Standard Purchase Protection Program). As a seller, you agree that you will be liable for a successful Claim made by a buyer under the buyer protection terms applicable to the eBay site where you list your items.

#### 13.7 How much coverage do I get with PayPal Buyer Protection?

If you see the eBay.es buyer protection message and PayPal also determines a Claim in your favour, PayPal

will reimburse you the full purchase price of the item and original shipping costs only. For eBay listings in countries outside of Spain, PayPal will re-imburse you for the full purchase price of the item and the original shipping costs, up to the covered cap specified in the applicable buyer protection message (provided that you are eligible for payment). The amount of coverage varies based on the currency and the country of the eBay website where the purchase was made. PayPal will not reimburse you for the shipping costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the goods. See clause 13.15 for other protection you may be entitled to.

### 13.8 Dispute Resolution

If you are unable to resolve a problem directly with the seller, go to the Resolution Centre and follow this process:

#### a. Open a Dispute

Open a Dispute within **45 days** of the date you made the payment for the item you would like to dispute.

#### b. Escalate the Dispute to a Claim

If you and the seller are unable to come to an agreement, escalate the Dispute to a Claim **within 20 days** of opening the Dispute. **It is your responsibility to keep track of these deadlines.**

You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for \$USD2,500 or more (or currency equivalent). If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute and you will not be eligible for a payment under the terms of PayPal's protection for buyers. You are permitted to edit or change a Claim after filing only if you wish to add further information or if you wish to change the reason of your Dispute/Claim from "item not received" to Significantly Not as Described (but only if it relates to a single payment). Otherwise you may not edit or change a Claim after filing it

#### c. Respond to PayPal requests for information in a timely manner

During the Claim process, PayPal may require you to provide documentation to support your position. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.

#### d. Comply with PayPal shipping requests in a timely manner

For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller – or to PayPal - or a third party at your expense and to provide proof of delivery. Please take reasonable precautions in re-packing the item to reduce the risk of damage to the item during transit. PayPal may also require you to destroy the item and to provide evidence of its destruction.

For transactions that total less than €200,00 EUR (or the amount in the currencies set out below), proof of delivery is confirmation that can be viewed online and includes: the delivery address, delivery date, and the URL of the postal company's website if you selected "Other" in the drop-down menu. For transactions that total €200,00 EUR (or the amount set out in the currencies set out below) or more, you must get signature or another acceptable confirmation from the buyer of delivery. The amounts in other currencies applicable to this requirement are: \$325,00 CAD, \$250,00 USD, ¥28,000 JPY, \$350,00 AUD, 330,00 CHF, 1.600,00 NOK, 2.000,00 SEK, 1.500,00 DKK, 800,00 PLN, 55.000 HUF, 6.000,00 CZK, \$400,00 SGD, \$2.000,00 HKD, \$380,00 NZD, 2,750.00 MXN, 1.000,00 ILS,

### 13.9 How is the Claim resolved?

Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the seller. You may be asked to provide receipts, third party evaluations, police reports, or any other information or documents reasonably required by PayPal to investigate the Claim. PayPal retains full discretion to make a final decision in favour of the buyer or the seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or seller, each party must comply with PayPal's decision. PayPal may require the buyer to post an item that the buyer claims is Significantly Not as Described back to the seller (at the buyer's expense), and PayPal may require a seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. If a seller refuses to accept the item, PayPal may award the Claim in favour of the buyer, provided the buyer has provided satisfactory evidence to PayPal that the item was sent to the seller. In the event a seller loses a Claim, the seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed).

### PayPal Buyer Complaint Policy

#### 13.10 What is the PayPal Buyer Complaint Policy?

The PayPal Buyer Complaint Policy is a process to help you resolve a problem directly with the seller through the PayPal Resolution Centre for purchases that are made off eBay. It enables buyers to file a Dispute for an Item Not Received (INR) only. By filing a Dispute, you can communicate with the seller and attempt to resolve the problem. If you are unable to resolve the problem, you may escalate an Item Not Received (INR) Dispute to a Claim.

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

#### 13.11 What is the process for the Buyer Complaint Policy

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

#### 13.12 What happens if I am unable to resolve the Dispute directly with the seller?

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

### 13.13 What if PayPal makes a final decision in my favour?

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

#### Assumption of rights

**13.14** If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree to transfer and allow PayPal to have your rights, benefits and remedies against the recipient of your payment. This is known in legal terms for you to agree to "subrogate" or otherwise "assign" to PayPal your rights against the recipient and third parties related to the payment, and agree that we may pursue those rights, benefits and remedies directly or on your behalf, in PayPal's discretion.

#### Relationship between PayPal's protection programs and chargebacks

**13.15** Credit card chargeback rights, if they apply, may be broader than PayPal protection programs. Chargeback rights are not limited to specific amounts per transaction, may be filed more than 45 days after the payment, and may cover intangible items.

You may pursue a Claim or Dispute with PayPal, or you may contact your credit card company or credit card issuer and pursue your chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Claim or Dispute with PayPal; and subsequently file a chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your chargeback rights.

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

Before contacting your card issuer or filing a Dispute with PayPal, you should contact the seller to resolve your issue in accordance with the seller's return policy as stated on their eBay listing or website.

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

#### G In line with the changes described above, we have also amended the following definitions:

- "Claim"** means a challenge to a payment that a buyer files directly with PayPal, including, without limitation, challenges filed under the PayPal protections for buyers set out in clause 13.
- "Commercial Payment"** means a payment which is not a Personal Payment. A Commercial Payment includes, without limitation, a payment associated with an eBay item and/or goods or services.
- "Dispute"** means a dispute filed directly with PayPal in the [Online Resolution Center](#) pursuant to clause 13 of this Agreement.
- "Personal Payment"** means a money transfer sent to another individual within his or her personal, family and/or household affairs environment.
- "Reversal"** means a payment that you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a buyer directly with their bank; and/or (b) removed from your Balance for any reason (other than a Chargeback or Claim pursuant to a Buyer Protection Program), including, without limitation, if the payment violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable Use Policy; and/or (c) has been categorised by PayPal's internal risk modelling as a risky payment required to be reversed to mitigate the risk associated with the payment. The term **"Reversed"** shall be construed accordingly
- "Signature Confirmation"** means documentation that can be viewed online at the postal company's website and indicates that the item was signed for on delivery.

## II. Changes to the PayPal Privacy Policy

The Privacy Policy is being amended to clarify that "If you are buying goods or services and pay through PayPal, we may provide the seller with the shipping address for the goods and your billing address to complete your transaction with the seller" (and not just the confirmed credit card billing address).

#### Customer Service Outsourcing

Nuance Communications, Inc. (USA)	Calibrate and optimize speech recognition performance for telephone customer support services	Recordings of a sample of customer support telephone calls, which may include any or all account information transmitted during the call.
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#### Credit Reference and Fraud Agencies

CRIF (Italy), Cerved B.I (Italy), Graydon (UK), iQor Recovery Services Limited (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT
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		number, relevant transaction information (if appropriate)
<b>Group companies</b>		
eBay Partner Network, Inc. (USA), Kijiji US, Inc. (USA), mobile.de & eBay Motors GmbH (Germany), StubHub, Inc. (USA), Viva Group, Inc. (USA), ProStores Inc. (USA), MicroPlace, Inc. (USA), Internet Auction Co., Ltd. (Korea), Via-Online GmbH (Germany)	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information
<b>Agencies</b>		
European Consumer Centre Network organisations located in Bulgaria and the United Kingdom	To request information within their authority and to respond to queries and/or investigations instigated by users or other stakeholders in the countries they have jurisdiction.	All account information

### Amendment to the PayPal Privacy Policy

Effective Date: Apr 08, 2009

 [Print](#)

- Beginning 8 April 2009 the PayPal Privacy Policy is being amended as follows:

The Privacy Policy is being amended so that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

#### Group companies:

eBay Inc. (USA), eBay Europe S.à.r.l. (Luxembourg), eBay International AG (Switzerland), eBay CS Vancouver Inc. (Canada), Skype Communications SA (Luxembourg), Skype Inc. (USA), Skype Software SA (Luxembourg), GumTree.com Limited (UK), Kijiji International Limited (Ireland), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited, Marktplaats B.V (Netherlands), Tradera AB (Sweden)	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information
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#### Credit Reference Agencies

Callcredit plc., Experian Limited and Dun & Bradstreet Limited (United Kingdom), CIFAS (UK), Coface (France), Synectics Solutions Limited (UK), Equifax Ltd (UK), MCL Hunter (UK), GB Group plc (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number (if appropriate)
SCHUFA Holding AG (Germany)	Verify identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering. To	Name, address, date of birth, gender

determine credit worthiness of a merchant using eBay Express in Germany.

The privacy Policy has also been amended to inform you that we can contact you by phone in order to confirm information concerning your identity, business or account activity and to allow and clarify that if you provide personal information by sending money to another PayPal customer and that customer provides us with details of your personal information, PayPal may add this personal information to your account profile and use this information in further transactions you make with us.

### Amendment to the PayPal User Agreement

Effective Date: Apr 08, 2009

 [Print](#)

- Beginning 8 April 2009 the PayPal User Agreement is being amended as follows:

For clarification purposes, all references to the eCheck functionality have been removed.

### Amendment to the PayPal Privacy Policy

Effective Date: Feb 11, 2009

 [Print](#)

- Beginning 11 February 2009 the PayPal Privacy Policy is being amended as follows:

The Privacy Policy is being amended so that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

#### Group companies:

eBay Inc. (USA), eBay Europe S.à.r.l. (Luxembourg), eBay International AG (Switzerland), eBay CS Vancouver Inc. (Canada), Skype Communications SA (Luxembourg), Skype Inc. (USA), Skype Software SA (Luxembourg), GumTree.com Limited (UK), Kijiji International Limited (Ireland), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited, Marktplaats B.V (Netherlands), Tradera AB (Sweden)	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information
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#### Credit Reference Agencies

Callcredit plc., Experian Limited and Dun & Bradstreet Limited (United Kingdom), CIFAS (UK), Coface (France), Synectics Solutions Limited (UK), Equifax Ltd (UK), MCL Hunter (UK), GB Group plc (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number (if appropriate)
SCHUFA Holding AG (Germany)	Verify identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering. To determine credit	Name, address, date of birth, gender

worthiness of a merchant using eBay Express in Germany.

The privacy Policy has also been amended to inform you that we can contact you by phone in order to confirm information concerning your identity, business or account activity and to allow and clarify that if you provide personal information by sending money to another PayPal customer and that customer provides us with details of your personal information, PayPal may add this personal information to your account profile and use this information in further transactions you make with us.

### Amendment to the PayPal User Agreement

Effective Date: Feb 11, 2009

 [Print](#)

- **Beginning 11 February 2009 PayPal User Agreement is being amended as follows:**

For clarification purposes, the following definitions have been modified (clause 14):

- n. **"Chargeback"** means a challenge to a payment that a buyer files directly with his or her credit card issuer or company.
- o. **"Claim"** means a challenge to a payment that a buyer files directly with PayPal.
- aq. **"Reversal"** means a payment that you received has been challenged by a buyer directly with their bank and/or removed from your Balance for any reason other than a Chargeback or Claim pursuant to a Buyer Protection Program, including, without limitation, if PayPal's internal risk modelling has categorised the payment as a risky payment required to be reversed to mitigate the risk associated with the payment.

The following definition has been added (clause 14):

- ay. **"Unauthorized Payment"** means a challenge from a buyer claiming that he or she did not make the payment, and that the person who made the payment was not authorized.

### Amendment to the PayPal Acceptable Use Policy

Effective Date: Nov 05, 2008

 [Print](#)

- **Prohibited Activities**

Beginning 5 November 2008 the PayPal Acceptable Use Policy is being amended as follows:

Section 5 is being revised to include activities with an entry fee and a prize, including games of skill and sweepstakes. The new language is as follows:

**Prohibited Activities**

You may not use the PayPal service for activities that:

"5. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from PayPal and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law."

### Amendment to the PayPal Privacy Policy

Effective Date: Nov 05, 2008

 [Print](#)

- **Beginning 5 November 2008 the PayPal Privacy Policy is being amended as follows:**

The Privacy Policy is being amended so that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

**Operational services**

KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Germany), NCO Collections Europe Limited, Robinson Way, Intrum Justitia Limited (UK), Compagnie Française du Recouvrement (France)	Debt collection	Name, address, telephone number, account number, e-mail, account type, last four digits of financial instruments account, account balance, details of account transactions and liabilities.
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### Amendment to the PayPal User Agreement

Effective Date: Nov 05, 2008

 [Print](#)

- Beginning 5 November 2008 the PayPal User Agreement is being amended as follows:

- Clause 10.2(c) is being amended to allow PayPal to request information from you if PayPal has reason to believe that you have engaged in any Restricted Activities. It will read:

"We may request information from you or otherwise update inaccurate Information you provided us;"

- For clarification purposes, the definitions of "Domestic transactions" and "Cross border transactions" in clause 14 have been removed and replaced by the indication that "payment transactions in Euros between two PayPal accounts within the European Union are treated as Domestic transactions" (clause 8), as shown below:

Receiving Card Funded Payments into a Personal Account (including via PayPal Mobile)(limited to 2 per 12 month period, no limit if the funds are received via Skype)	3,4% + Fixed Fee for each Domestic payment transaction 3,9% + Fixed Fee for each cross border payment transaction	Fixed Fee (depending on the payment currency):£0,20 GBP, 0,35 Euro, \$0,30 USD, \$0,30 CAD, ¥40 JPY, \$0,40 AUD, 0,55 CHF, 2,80 NOK, 3,25 SEK, 2,60 DKK, 1,35 PLN, 90 HUF, 10,00 CZK, \$0,50 SGD, \$2,35 HKD, 1,20 ILS, 4,00 MXN or \$0,45 NZD
	Payment transactions in Euros between two PayPal accounts within the European Union are treated as Domestic transactions.	

Receiving Payments into a Business or Premier Account (applies to all payments, including via PayPal Mbbile)	Standard rates: 3,4% + Fixed Fee for each Domestic payment transaction 3,9% + Fixed Fee for each cross border payment transaction Merchant rates (based on monthly transaction volume and a one-time application): 1,9% - 2,9% + Fixed Fee for each Domestic payment transaction 2,4% - 3,4% + Fixed Fee for each cross border payment transaction (the monthly volume tiers applicable to these Merchant rates are further described in the Fees section accessible from every page of the PayPal Website)	
	Payment transactions in Euros between two PayPal accounts within the European Union are treated as Domestic transactions.	

### Amendment to the PayPal Privacy Policy

Effective Date: Sep 03, 2008

 [Print](#)

- Beginning 3 September 2008 the PayPal Privacy Policy is being amended as follows:

- Disclosure to Third Parties other than PayPal Customers**

The Privacy Policy is being amended to clarify how PayPal may disclose certain PayPal customer information to fraud prevention agencies and other third parties required to operate the PayPal service

The Privacy Policy is also being amended such that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

#### Marketing and public relations

Noesis srl (Italy), Lansons Communications (United Kingdom), Text 100 (Spain and Netherlands) and I&E Consultants (France)	Response to media enquiries regarding customer queries	Name, address, customer account information relevant to customer queries
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**Financial Products**

Société Générale, La Banque Postale and BNP (France)

Billing purposes

Only for merchants using PayPal through the partner's payment solution: merchant ID, number of PayPal transactions and, as the case may be, termination of the PayPal account.

**Amendment to the PayPal User Agreement**

Effective Date: Sep 03, 2008



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

**1. Introduction of new definitions**

For clarification purposes, clause 14 will include the following new definitions:

**"Cross Border payment transaction"** means a payment which is not a Domestic payment transaction.

**"Domestic payment transaction"** means a payment made in Euros, and sent from a PayPal Account which is registered in the European Union.

Receiving Personal Payments and/or Commercial Payments which are also Card Funded Payments

Standard rates:  
3,4% + Fixed Fee for each domestic payment transaction.  
3,9% + Fixed Fee for each cross border payment transaction  
Merchant rates (based on monthly transaction volume and a one-time application):  
1,9% - 2,9% + Fixed Fee for each domestic payment transaction.  
2,4% - 3,4% + Fixed Fee for each cross border payment transaction. (The monthly volume tiers applicable to these Merchant rates are further described in the Fees section accessible from every page of the PayPal Website)

**Fixed Fee** (depending on the payment currency): £0,20 GBP, €0,25 EUR, \$0,30 USD, \$0,30 CAD, ¥40 JPY, \$0,40 AUD, 0,55 CHF, 2,80 NOK, 3,25 SEK, 2,60 DKK, 1,35 PLN, 90 HUF, 10,00 CZK, \$0,50 SGD, \$2,35 HKD, 1,20 ILS, \$4,00 MXN or \$0,45 NZD

The sender of a Personal Payment which is also a Card Funded Payment may choose to pay the Fee applicable to that payment.

**Amendment to the PayPal Privacy Policy**

Effective Date: Jul 09, 2008



- Amendment to the PayPal Privacy Policy

Beginning 9 July 2008 the PayPal Privacy Policy is being amended as follows:

**1. Disclosure to other PayPal customers**

The Privacy Policy is being amended such that PayPal will disclose to a buyer, a seller's address so that goods can be returned to a seller to facilitate the PayPal dispute resolution programs.

**2. Disclosure to Third Parties other than PayPal Customers**

The Privacy Policy is being amended such that PayPal may disclose certain PayPal customer information to the following third parties for the following purposes:

**Financial Products**

Third party	Purpose of disclosure	Customer information
The Royal Bank of Scotland plc (United Kingdom), TSYS Card Tech Limited (United Kingdom), TSYS Managed Services EMEA Limited (United Kingdom), TSYS Systems Services Inc. (USA)	Joint marketing campaigns for PayPal pre-paid card, risk and fraud modelling, enforcement of terms and conditions for PayPal prepaid card	Name, address, e-mail and account information

**Group Companies**

Third party	Purpose of disclosure	Customer information
eBay Inc. (USA), eBay Europe S.á r.l. (Luxembourg), eBay International AG (Switzerland), eBay CS Vancouver Inc. (Canada), Skype Communications SA (Luxembourg), Skype Software SA (Luxembourg), Skype Inc. (USA), GumTree.com Limited (UK), Kijiji International Limited (Ireland), Shopping.com Inc. (USA), Shopping Epinions International Limited (Ireland), PayPal Australia Pty Limited, Marktplaats B.V (Netherlands)	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information

**Agencies**

Third party	Purpose of disclosure	Customer information
CSSF (Luxembourg) Financial Ombudsman Service (United Kingdom), Altroconsumo (Italy), European Consumer Centre Network organisations located in Austria, Belgium, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the, Les Mediateurs du Net (France), BaFin (Germany)	To request information within their authority and to respond to queries and/or investigations instigated by users or other stakeholders in the countries they have jurisdiction.	All account information

**Marketing and public relations**

Third party	Purpose of disclosure	Customer information
Noesis srl (Italy), Lansons Communications (United Kingdom) and Text 100 (Spain and Netherlands)	Response to media enquiries regarding customer queries	Name, address, customer account information relevant to customer queries

**Amendment to the PayPal User Agreement**

Effective Date: Jul 09, 2008

 [Print](#)

- **Amendment to the PayPal User Agreement**

Beginning 9 July 2008 the PayPal User Agreement is being amended as follows:

1. **Changes to PayPal fee structure – bank return fee and credit card confirmation fee**

PayPal will also be amending clause 8 of the User Agreement to clarify the following fees:

French customers will pay a fee of 3 Euros by way of a "Bank Return Fee" which is charged when a withdrawal is attempted by a user from their PayPal account into their bank account and it fails because the incorrect bank account information or delivery information was provided.

The Expanded Use Fee will be replaced with a charge known as the "Credit Card Confirmation Fee". The fee amount will not be amended but the amount will be refunded when a customer successfully completes the credit card confirmation process.

2. **Use of PayPal on eBay**

**Clause 4.4 of the User Agreement will be amended to provide the following:**

Sellers who offer PayPal as a payment method in their eBay listings must follow these requirements:

- a. Accept PayPal if the eBay listing includes PayPal as a payment method.
- b. Accept PayPal payments via all PayPal funding sources from a buyer, including but not limited to eCheck and credit cards.
- c. Have a Premier or Business account or be willing to upgrade to a Premier or Business account upon receipt of a payment.
- d. Accept cross border PayPal transactions which are permitted by PayPal and are also different to those where you are a registered user if the eBay listing offers postage outside the place where you are registered.

e. Sellers may not charge a surcharge for accepting PayPal as a payment method.

### 3. Risk of Reversals, Chargebacks and Claims

The definition of "Reversal" in clause 14 has been amended to clarify that a reversal can be made PayPal if PayPal's risk modeling has categorized the payment as a risky payment required to be reversed to mitigate the risk associated with the payment transaction taking place.

### 4. Account closure and Limited Access

Clause 10.3 of the User Agreement is amended such that if we close a customer's PayPal account under the terms of this provision, PayPal will also have the right to terminate the Agreement with the customer.

### 5. Buyer Protection Program

Clause 12.1 of the User Agreement is amended so that the Buyer Protection Programs do not cover airline tickets, nor classified advertisements on eBay. Also, clause 12.11 is amended to clarify that the Buyer Protection Programs do not cover "customized" or "made to order" items.

### 6. eCheck

The following definition is added to clause 14 of the User Agreement.

**eCheck** means a payment funded from a sender's bank account that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 14-16 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside the jurisdiction you have registered with us.

Other provisions enabling the use of eCheck are modified, where relevant.

### 7. Fees

The Fixed Fees section in article 8 is updated as follows:

Receiving Card Funded Payments into a Personal Account (limited to 2 per 12 month period, no limit if the payments are received via Skype)	3,4% + Fixed Fee for each domestic payment transaction 3,9% + Fixed Fee for each cross border payment transaction outside the EU	<b>Fixed Fee</b> (depending on the payment currency): £0,20 GBP, €0,35 EUR, \$0,30 USD, \$0,30 CAD, ¥40 JPY, \$0,40 AUD, 0,55 CHF, 2,80 NOK, 3,25 SEK, 2,60 DKK, 1,35 PLN, 90 HUF, 10,00 CZK, \$0,50 SGD, \$2,35 HKD, 1,20 ILS, \$4,00 MXN or \$0,45 NZD
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## Amendment to the PayPal Privacy Policy

Effective Date: May 07, 2008



### • Amendment to the PayPal Privacy Policy

Beginning 7 May 2008, the PayPal Privacy Policy is being amended to provide for further third parties that we may disclose customer information and to clarify the purposes to which this information is disclosed.

## Amendment to the PayPal User Agreement

Effective Date: May 07, 2008



### • Amendment to the PayPal User Agreement

Beginning 7 May 2008 the PayPal User Agreement for Spain is being amended as follows:

(1) PayPal is pleased to announce that it will be introducing two new currencies as part of its multi-currency feature, the Mexican Peso and the Israeli New Shekels. With the introduction of these new currencies, there are a variety of consequential amendments needed to be made to the user agreement and bonus policy to include references to these currencies. These are set out below.

Clause 3.11 will be amended to read:

**3.11 Sending E-money in Multiple Currencies.** You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Australian Dollars, Czech Koruna, Danish Krone, Hong Kong Dollar, Hungarian Forint, Israeli New Shekels, Mexican Peso, New Zealand Dollar, Norwegian Krone, Polish Zloty, Singapore Dollar, Swedish Krona and Swiss Franc. When you are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant's requested currency, or in your primary currency (in some cases, the merchant may not give you a choice). If you send E-money in a currency that is not your primary currency, we follow these practices:

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

The Exchange Rate & Fee in section 8 of this Agreement will apply whenever PayPal performs a currency

conversion.

Clause 8 with respect to mass payment fees will be amended to read:

<b>Sending Payments through Mass Payments</b>	<b>2% up to a maximum of the "Payment Cap" per recipient</b>	<b>Payment Cap</b> (depending on the payment currency): £0,65 GBP, €0,85 EUR, \$1,00 USD, \$1,25 CAD, ¥120 JPY, \$1,25 AUD, 1,30 CHF, 6,75 NOK, 9,00 SEK, 6,00 DKK, 3,00 PLN, 210 HUF, 24,00 CZK, \$1,60 SGD, \$7,00 HKD, 4,00 ILS, \$11,00 MXN, \$1,50 NZD
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Clause 8 with respect to fees for receiving card funded payments will be amended to read:

<b>Receiving Card Funded Payments into a Personal Account (limited to 2 per 12 month period, no limit if the funds are received via Skype)</b>	<b>3,4%+ Fixed Fee for each domestic payment transaction</b> <b>3,9%+ Fixed Fee for each cross border payment transaction</b>	<b>Fixed Fee</b> (depending on the payment currency): £0,20 GBP, €0,35 EUR, \$0,30 USD, \$0,55 CAD, ¥40 JPY, \$0,40 AUD, 0,55 CHF, 2,80 NOK, 3,25 SEK, 2,60 DKK, 1,35 PLN, 90 HUF, 10,00 CZK, \$0,50 SGD, \$2,85 HKD, 1,20 ILS, \$4,00 MXN, \$0,45 NZD
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Clause 8 with respect to fees for chargebacks will be amended to read:

<b>Chargeback Fee</b>	<b>An amount equal to the Settlement Fee per Chargeback filed</b>	<b>Settlement Fee</b> (depending on currency): £7,00 GBP, €11,25 EUR, \$15,00 CAD, \$10,00 USD, ¥1.300 JPY, \$15,00 AUD, 10,00 CHF, 65,00 NOK, 80,00 SEK, 60,00 DKK, 30,00 PLN, 2.000 HUF, 250,00 CZK, \$15,00 SGD, \$75,00 HKD, 40,00 ILS, \$110,00 MXN, \$15,00 NZD
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The sections below in the Bonus Policy will be amended to include references to these currencies and to incorporate a number of other changes designed to clarify the policy, so as to read:

2vi(a) **Initial Payout.** When the Merchant reaches €200,00 EUR in NMS and has become Verified, the initial €1,00 EUR bonus will be credited to your PayPal account.

If the merchant's Primary Balance is in a currency other than Euro, the Initial Payout will be determined according to the following schedule:

Currency of Primary Balance	Merchant Referral Bonus Amount
Canadian Dollars	\$300,00 CAD
Pounds Sterling	£150,00 GBP
Yen	¥20.000 JPY
US Dollars	\$200,00 USD
Swiss Franc	300,00 CHF
Norwegian Krone	1.600,00 NOK
Swedish Krona	2.000,00 SEK
Danish Krona	1.500,00 DKK
Polish Zloty	800,00 PLN
Hungarian Forint	55.000 HUF
Czech Koruna	6.000,00 CZK
Singapore Dollar	\$400,00 SGD
Hong Kong Dollar	\$1.900,00 HKD
New Zealand Dollar	\$380,00 NZD
Mexican Peso	\$22.000,00 MXN
Israeli New Shekel	800,00 ILS

2vi(b) If your Primary Currency is in a currency other than Euro, your Initial Payout will be awarded according to the following schedule:

Currency of Primary Balance	Merchant Referral Bonus Amount
Canadian Dollars	\$1,50 CAD
Pounds Sterling	£0,50 GBP

US Dollars	\$1,00 USD
Yen	¥100 JPY
Swiss Franc	1,30 CHF
Norwegian Krone	6,75 NOK
Swedish Krona	9,00 SEK
Danish Krona	6,00 DKK
Polish Zloty	3,00 PLN
Hungarian Forint	210 HUF
Czech Koruna	24,00 CZK
Singapore Dollar	\$1,60 SGD
Hong Kong Dollar	\$7,00 HKD
New Zealand Dollar	\$1,50 NZD
Mexican Peso	\$15,00 MXN
Israeli New Shekel	5,50 ILS

**2vi(c) Residual Payout.** After the Initial Payout, and as long as the merchant is still within the 12-month Payout Period, you will receive Residual Payouts equivalent to 0,5% of the Merchant's NMS in excess of €200,00 EUR no sooner than once every 30-days.

**2vi(d) Maximum Payouts.** You may only receive up to €1.000,00 EUR in combined Initial and Residual Payouts per referred Merchant. The total of your bonus may not exceed PayPal's revenue for the volume that you have driven. If your Primary Balance is in a currency other than Euro, your maximum payout will be determined according to the following schedule:

Currency of Primary Balance	Merchant Referral Bonus Amount
Canadian Dollars	\$1.500,00 CAD
Pounds Sterling	£75.000,00 GBP
US Dollars	\$1.000,00 USD
Yen	¥100.000 JPY
Swiss Franc	1.300,00 CHF
Norwegian Krone	6.800,00 NOK
Swedish Krona	8.000,00 SEK
Danish Krona	6.200,00 DKK
Polish Zloty	3.200,00 PLN
Hungarian Forint	210.000 HUF
Czech Koruna	25.000,00 CZK
Singapore Dollar	\$1.600,00 SGD
Hong Kong Dollar	\$7.700,00 HKD
New Zealand Dollar	\$1.500,00 NZD
Mexican Peso	\$110.000,00 MXN
Israeli New Shekel	4.000,00 ILS

**2viii. Payout Frequency.** You will receive your Initial Payout within one week of the Merchant reaching the initial €200,00 EUR in NMS and becoming Verified. Residual Payouts will be made no sooner than every 30 days thereafter.

(2) PayPal is adding a provision with respect to the manner by which it makes available its software to its customers. A new clause 13.9 will be added to read:

13.9 Licence grant. PayPal and its licensors grant you a limited nonexclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal.

(3) In June, PayPal will be adding certain private labeled credit cards as possible Funding Sources.

### Amendment to the PayPal Privacy Policy

Effective Date: Mar 05, 2008

 [Print](#)

- **Amendment to the PayPal Privacy Policy?**

PayPal is amending the PayPal Privacy Policy to add the details of its additional payment processing partners.

### Amendment to the PayPal User Agreement

Effective Date: Mar 05, 2008

 [Print](#)

- **Amendment to the PayPal User Agreement**

PayPal is amending section 8 of the French, Italian, Spanish, Belgian, Dutch, Polish and Send only regions User Agreements to provide that the Expanded Use Fee will now be credited to your PayPal account only after you successfully complete your expanded use enrollment.

PayPal is amending section 10.2 of the French, Italian, Spanish, Belgian, Dutch, and Polish User Agreements (and section 7.2 of the Send Only regions User Agreement) to allow PayPal to take the actions described in that section if PayPal has reason to believe that you have engaged in any of the Restricted Activities. The prior language allowed PayPal to take the actions described in that section if you engaged in any of the Restricted Activities.

PayPal is amending section 12.9 of the Belgian, Italian, Dutch, Polish and French User Agreements to clarify that Live auctions and vehicles are not eligible for PayPal Buyer Protection.

### Amendment to the User Agreement and Privacy Policy

Effective Date: Jan 25, 2008

 [Print](#)

- **Amendment to the User Agreement and Privacy Policy**

Beginning 25 January 2008, the PayPal service, PayPal Europe User Agreement, and/or Privacy Policy (as the case may be) will be amended as set out below.

#### Restricted Activities

The PayPal Europe User Agreement will be amended to clarify the restricted activity in clause 9.1(o) (clause 6.1(p) for the Send only regions User Agreement) such that it will be amended to read: "In connection with your use of our website, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not allow your Account to have an amount reflecting an amount owing to us or otherwise undertake activity that does or may present a credit or fraud risk to us".

#### Payment Review

The PayPal User Agreement for France, Spain, the Netherlands, Italy and Belgium will be amended to include the following new clause 4.5:

**Payment Review** Payment Review is a process by which PayPal reviews certain potentially high-risk payment transactions. If a payment is subject to Payment Review, PayPal will place a hold on the payment and provide notice to the seller to delay the shipping of the item. PayPal will conduct a review and either complete or reverse the payment. If the payment is completed, PayPal will provide notice to the seller. Otherwise, PayPal will reverse the payment and the funds will be returned to the buyer. All payments that complete Payment Review are still subject to being reversed under the terms of this Agreement. PayPal will provide notices to you by email and/or in the Transaction History tab of your PayPal account. A payment subject to Payment Review is a review of the payment only and is implemented to reduce the risk of PayPal users receiving high risk transactions. A payment subject to Payment Review is not a review nor a representation by PayPal as to the commercial dealings or otherwise character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person."

#### Recurring payments

Clause 3.9 of the Netherlands, Spain and France PayPal User Agreement, clause 3.8 of the Belgium, Italy and Poland User Agreement and clause 3.7 of the Send only regions User Agreement will be amended to clarify that PayPal is not obligated to verify or confirm the amount the merchant presents to PayPal for the purpose of processing a Recurring Payments. Merchant users also warrant to PayPal that the amounts they present to us to process as a Recurring Payment have been agreed and consented to by the buyer (including changes to these amounts).

#### Amendments to the PayPal Privacy Policy

The PayPal Europe Privacy Policy will be amended (i) to allow PayPal to contact you by telephone for the purposes of processing claims made via PayPal, and (ii) to provide for the disclosure of your personal data to additional recipients and/or countries.

### Amendment to User Agreement and Privacy Policy

Effective Date: Oct 25, 2007



- **Amendment to User Agreement and Privacy Policy**

Beginning 25 October 2007, the PayPal service, PayPal Europe User Agreement, and/or Privacy Policy (as the case may be) will be amended as set out below.

**Bank withdrawal functionality for Luxembourg customers**

The PayPal Europe service will permit customers registered in Luxembourg to withdraw funds from their PayPal account into their applicable registered bank account.

**American Express**

The PayPal Europe service will permit customers in all countries within Europe to fund their payments with their American Express credit cards.

**Clarifying a PayPal user's "verified" status and an amendment to the receiving and withdrawal limits**

The PayPal Europe User Agreement will be amended to clarify how PayPal customers can obtain "Verified" status and to also amend the amounts and procedure required to lift your receiving and withdrawal limits.

To obtain verified status you must complete the following steps depending on your Account status:

For UK customers: Personal Account holders: 1) Set up Direct Debit; and 2) Complete the Random Deposit Process. Premier/Business Account holders: 1) Set up Direct Debit; (2) Complete the Random Deposit Process; and 3) Provide supplemental business information.

For French, Spanish and Dutch customers: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers); or 2) add a credit card and complete the Expanded Use Programme.

For Italian, Belgian, Polish and non PayPal localised European countries customers: add a credit card and complete the Expanded Use Programme.

In particular, customers will have an increased receiving limit of £1,700.00 GBP/€2,500.00 EUR which is measured each calendar beginning on the date there was activity on the PayPal account.

To increase this limit, a UK user will need to: 1) Set up Direct Debit and complete the Random Deposit Process 2) confirm their location via your telephone or post and complete the Expanded Use Programme and 3) for Premier and Business Account holders, provide supplemental business information.

For customers to lift their receiving limit in France, Spain and the Netherlands, they will need to: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers) or add a credit card and complete the Expanded Use Programme; 2) for Business and Premier Account holders, provide supplemental business information and 3) provide us with further documents in a manner and form which we may reasonable request

For customers to lift their receiving limit in Italy, Belgium, Poland and all other non-PayPal localised European countries they will need to: 1) add a credit card and complete the Expanded Use Programme; 2) for Business and Premier Account holders, provide supplemental business information and 3) provide us with further documents in a manner and form which we may reasonable request.

The withdrawal limit on your Account is £500.00 GBP (or €750.00 EUR for non UK Users) per month (reset each month following the date you first opened your Account) or if this limit is not reached, £650.00 GBP (or €1,000.00 EUR for applicable non-UK Users) per calendar year starting from the date that payment activity first took place on your Account. In order to lift the withdrawal limit, customers will be required complete the steps set out below:

In the UK: 1) Set up Direct Debit and complete the Random Deposit Process; 2) confirm your location via your telephone or post; or complete the Expanded Use Programme and 3) for Premier and Business Account holders provide supplemental business information.

For French, Spanish and Dutch customers: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers); or 2) add a credit card and complete the Expanded Use Programme.

For Italian, Belgian, Polish and non PayPal localised European countries customers: add a credit card and complete the Expanded Use Programme.

**Clarification that Personal Account holders may receive a certain number of Card Funded Payments for eBay transactions**

The PayPal Europe User Agreement applicable to UK customers will be amended to clarify that Personal Account holders will be permitted to receive a certain number of Card Funded Payments as further highlighted in clause 8 of the User Agreement.

**Amendment to the PayPal Privacy Policy**

The PayPal Europe Privacy Policy will be amended (i) to allow PayPal to contact you by telephone for the purposes responding to your request for customer service and to inform you of potentially suspicious transactions, (ii) to provide for the disclosure of your personal data to additional recipients and/or countries, and (iii) to clarify that if you request that we validate your status as a PayPal customer with a third party, we will do so.

**Amendment to the User Agreement and Privacy Policy**

Effective Date: Aug 23, 2007



- **Amendment to the User Agreement and Privacy Policy**

Beginning 23 August 2007, the PayPal Europe User Agreement will be amended to increase the amount of a fine for a breach of the Acceptable Use Policy from 350 GBP to up to 1,350 GBP. The PayPal Europe User Agreement will also be amended to clarify that applicable users who can use the PayPal mobile browser service will be liable to pay PayPal the standard merchant fee rate of 3.4% + 20p for every payment they receive via PayPal Mobile. The PayPal Europe Privacy Policy will also be amended to allow PayPal to contact you by telephone for the purposes of carrying out customer service surveys.

**Amendment to the Buyer Complaint Policy and the PayPal Buyer Protection programme**

Effective Date: Jun 07, 2007

 [Print](#)

- **Amendment to the Buyer Complaint Policy and the PayPal Buyer Protection programme**

Beginning 7 June 2007, the PayPal (Europe) Ltd. Buyer Complaint Policy and the PayPal Buyer Protection programme will be amended. For users registered in the UK, Ireland, France, Italy, Belgium, Spain and The Netherlands, PayPal will no longer apply the terms of eBay's standard purchase protection programme to eligible claims, but will rather increase the scope of the PayPal Buyer Protection programme to generally cover all eBay listings up to a basic tier amount and to also cover all eligible listings up to a top tier amount. The terms of eligibility for a basic tier payment and a top tier payment will be dependent upon the terms of coverage set out on the relevant eBay site where the winning bid is placed. The terms of the Buyer Complaint Policy and the Buyer Protection Programme will also be amended to exclude claims relating to airline travel sales.

**Amendment to the Preapproved Payments Policy**

Effective Date: May 03, 2007

 [Print](#)

- **Amendment to the Preapproved Payments Policy**

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

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

Effective Date: May 03, 2007

 [Print](#)

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

Beginning 3 May 2007, the PayPal (Europe) Ltd. Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for applicable French and Spanish account holders will have the option of either validating their bank account details or completing the Expanded Use program.

**Amendment to the Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy**

Effective Date: Mar 08, 2007

 [Print](#)

- **Amendment to the Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy**

Beginning 8 March 2007, the PayPal (Europe) Ltd. Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy will be amended to reflect the fact that Personal Account holders will be able to accept an unlimited number of PayPal payments funded by cards which are also sent via Skype. There will be no change to the fees payable on receipt of card funded payments.

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

Effective Date: Mar 08, 2007

 [Print](#)

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

Beginning 8 March 2007, the PayPal (Europe) Ltd. Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for UK account holders will now only involve a user to set up their bank account via direct debit, complete the 'random deposit' process and if you are a Premier or Business account holder, provide supplemental business information. UK verified users will still require to complete the 'Expanded Use Process' to lift their withdrawal limit.

**Amendment to the Privacy Policy, Amendment to the Privacy Policy**

Effective Date: Mar 08, 2007



- **Amendment to the Privacy Policy**

Beginning 8 March 2007, PayPal (Europe) Ltd. will expand section 3 of its Privacy policy, "Disclosure to Third Parties other than PayPal Customers" to include more detailed information on the third parties to whom it discloses personal and account information.

- **Amendment to the Privacy Policy**

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

### **Amendment to the Fees policy**

Effective Date: Jan 11, 2007



- **Amendment to the Fees policy**

Beginning 11 January 2007, PayPal will amend the terms of its Fees policy by removing duplication of reference to certain fees which are found in the Fees Schedule.

### **Amendment to the Merchant Gift Certificates Policy**

Effective Date: Jan 11, 2007



- **Amendment to the Merchant Gift Certificates Policy**

Beginning 11 January 2007, PayPal will amend the terms of the Merchant Gift Certificate policy to clarify the obligations of PayPal, the merchant, the purchaser and the recipient, including the timeframes of when the funds represented by the gift certificate are available to the purchaser and the recipient. It will also clarify the terms surrounding the funding of the gift certificates.

### **Amendment to the Privacy policy**

Effective Date: Jan 11, 2007



- **Amendment to the Privacy policy**

Beginning 11 January 2007, PayPal (Europe) Ltd. will expand section 3 of its Privacy policy, "Disclosure to Third Parties other than PayPal Customers" to include more detailed information on the third parties to whom it discloses personal and account information.

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

Effective Date: Jan 11, 2007



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

Beginning 11 January 2007, PayPal will amend the terms of its Privacy policy by adding further information on PayPal's use of credit reference agencies in connection with customers who apply for and/or use the PayPal Website Payments Pro product.