Past Policy Updates

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

Amendments to the PayPal User Agreement, with respect to Accounts in Japan.

Effective Date: October 25, 2018

PayPal is changing its User Agreement. The amended User Agreement will be effective as to all PayPal users on October 25, 2018. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made.

YOUR USE OF PAYPAL OR ITS SERVICES AFTER OCTOBER 25, 2018 MEANS YOU AGREE TO THESE CHANGES.

I. AMENDMENT TO USER AGREEMENT FOR PERSONAL USERS

Information

Section 1.3 Information of the User Agreement for Personal Users in Japan is amended so that the sub-paragraph on Updates to Information shall be amended to the following:

b. **Updates to Information.** If your credit card number or expiration date changes, we may update it without any on your part and we may acquire such updated information from a third party including our financial services partner, the card networks, and your bank or card issuer. If you do not want us to update your card information, you may contact your issuer to request this or remove your Payment Method from your PayPal Account. If we update your Payment Method, we will keep any preference setting attached to such Payment Method.

II. AMENDMENTS TO USER AGREEMENT FOR PREMIER AND BUSINESS USERS IN JAPAN

1. Information

Section 1.3 Information of the User Agreement for Premier and Business Users in Japan is amended so that the sub-paragraph on Updates to Information shall be amended to the following:

c. **Updates to Information.** If your credit card number or expiration date changes, we may update it without any on your part and we may acquire such updated information from a third party including our financial services partner, the card networks, and your bank or card issuer. If you do not want us to update your card information, you may contact your issuer to request this or remove your Payment Method from your PayPal Account. If we update your Payment Method, we will keep any preference setting attached to such Payment Method.

2. Presentation of PayPal

Section 1.5 Presentation of PayPal shall be newly added to the User Agreement for Premier and Business Users in Japan.

1.5 Presentation of PayPal. You agree to provide equal treatment to PayPal and/or other payment methods or marks you offer at your points of sale (e.g. websites or mobile applications). This includes at least equal or substantially similar: logo placement, position within any point of sale, and treatment in terms of payment flow, terms, conditions, restrictions, or fees, in each case as compared to other marks and payment methods at your points of sale.

In representations to your customers or in public communications, you agree not to mischaracterize PayPal as a payment method or exhibit a preference for other payment methods over PayPal. Within all of your points of sale, you agree not to try to dissuade or inhibit your customers from using PayPal or encourage the customer to use an alternate payment method. If you enable your customers to pay you with PayPal, whenever you display or exhibit the payment methods that you accept (either within any point of sale or in your marketing materials, advertising and other customer communications) you agree to display the PayPal payment marks at least as prominently, and in at least as positive a manner, as you do for all other payment methods.

3. Personal Payments Fee

Item c. (Personal Payments Fee) in Section 1: Fees for Other Pricing Categories, Exhibit A

- Fees of the User Agreement for Premier and Business Users in Japan will be amended so that sending of money between friends and family members will be enabled using the send money feature in your PayPal Account (such sending and receiving of money is sometimes called "personal payments" or "peer-to-peer/P2P payments"). The applicable fees are as set forth below. Currency Conversion Fees may apply for sending of payments in foreign currencies.

Activity	Personal Payments Fee when Funding Source is PayPal Balance or Bank Accounts
Sending or Receiving Domestic Payments	Free
Sending International Payments	¥499 JPY

Amendments to the PayPal User Agreement, with respect to Accounts in Japan.

Effective Date: May 10, 2018

PayPal is changing its User Agreement. The amended User Agreement will be effective as to all PayPal users on May 10, 2018. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made.

YOUR USE OF PAYPAL OR ITS SERVICES AFTER MAY 10, 2018 MEANS YOU AGREE TO THESE CHANGES.

I. AMENDMENTS TO USER AGREEMENT FOR PERSONAL USERS IN JAPAN

1. Currency Conversion

The clause on Currency Conversion is amended and the following text shall be inserted in Annex A by replacing the first paragraph in the current Currency Conversion language:

Where a currency conversion is required, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a Currency Conversion Fee applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior business day; or, if required by law or regulation, set at the relevant government reference rate(s). The transaction exchange rate applicable to your conversion may be applied immediately and without notice to you.

2. Exhibit A: Fees (for Personal Users)

Exhibit A: Fees (for Personal Users) in the User Agreement for Personal Users in Japan will be amended, so that payments received by Personal Users through PayPal's "prepaid payment service" will be charged a Commercial Payments Fee as set forth below.

Activity	Commercial Payments Fee	
Receiving	Domestic payments: 3.6% + Fixed Fee	
Commercial	International payments: 4.1% + Fixed Fee	
Payments	Fixed Fee: Japanese Yen ¥40.00 JPY	

3. PayPal Prepaid Payment Service

Exhibit B: Provision of PayPal's Prepaid Payment Service, "PayPal Value" (for Personal Users) in the User Agreement for Personal Users in Japan have been amended, in order that we explain the new "prepaid payment service" PayPal will be providing to Personal users in Japan.

II. AMENDMENTS TO USER AGREEMENT FOR PREMIER AND BUSINESS USERS IN JAPAN

1. Currency Conversion

Section 1b. Additional Fees (Currency Conversion Fee), Exhibit A - Fees of the User Agreement for Premier and Business Users in Japan will be amended, so that the currency conversion calculation language will read as follows:

Where a currency conversion is required, it will be completed at the transaction exchange rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a Currency Conversion Fee applied and retained by us on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior business day; or, if required by law or regulation, set at the relevant government reference rate(s). The transaction exchange rate applicable to your conversion may be applied immediately and without notice to you.

2. PayPal Seller Protection

Section 9.7 Examples of Items/Transactions not Eligible for PayPal Seller Protection of User Agreement for Premier and Business Users in Japan will be amended so that sales that are not processed through a buyer's PayPal Account or a PayPal guest checkout transaction (for example, if the sale was made using direct credit cards, Virtual Terminal or Website Payments Plus) will not be eligible for coverage.

3. Compliance with Data Protection Laws

11.6 and 11.7 Compliance with Data Protection Laws of the User Agreement for Premier and Business Users in Japan will be amended. We are clarifying that Sellers have their own obligations around how they collect, store and protect user personal data processed in connection with transactions fulfilled by the PayPal Services. Various laws impose obligations on Sellers to maintain their own privacy policy that informs the Seller's customers about its privacy practices. The changes reflect a Seller's obligation to comply with these requirements.

4. Commercial Payments Fee

Section 2 (**Commercial Payments Fee**), **Exhibit A - Fees** of the User Agreement for Premier and Business Users in Japan will be amended so that (i) standard rate for international payments will be set at 4.1% + Fixed Fee and (ii) merchant rate for international payments will be set at a range of 3.4% to 4.1% + Fixed Fee.

5. Withdrawals to U.S. Bank Accounts

Section 3 (Additional Fees), Exhibit A - Fees of the User Agreement for Premier and Business Users in Japan will be amended so that Premier and Business Users will now be charged a fee of 2.50% for withdrawals made to U.S. bank accounts.

III. Privacy Disclosure

Amendments to the PayPal Privacy Policy

At PayPal, it is important to us that you to understand our privacy practices and your privacy choices. That's why we updated and streamlined this information in an updated Privacy Policy to clarify the information we collect, how we protect it, use it and the choices and controls you have across various PayPal Services. This updated Privacy Policy will replace the existing Privacy Policy for PayPal Services.

The ways we use and share your information will not change under our updated Privacy Policy. We will continue to keep your information secure, and we will never share your personal data with third parties for the third parties' own purposes without your consent. At the same time, we want you to be comfortable with the changes that we have made. A few notable updates include:

- **Expanded Scope:** We've combined our privacy practices for PayPal and Xoom services, websites and applications into one Privacy Policy.
- More Detailed Explanations: We've included more details about important features of our services and when you connect your PayPal account to third-party websites and platforms.
- Customized Experiences and Marketing: We clarified our marketing analytics practices to make it easier for you to understand how we and others we engage may provide you with targeted offers from PayPal, customized experiences and advertising on PayPal properties and on third party sites. We also explain how you can choose to limit your participation in these programs.

Our updated Privacy Policy will be effective on May 10, 2018. We encourage you to review the full Privacy Policy in advance <u>here</u>.

Amendments to Section 2 (Sending Payments) of the User Agreements for Business and Premier Users in Japan

Effective Date: October 11, 2017

PayPal is changing its User Agreement for Business and Premier Users in Japan. The relevant amendments to the User Agreement will be effective as to Business and Premier Users on October 11, 2017. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made.

YOUR USE OF PAYPAL OR ITS SERVICES AFTER OCTOBER 11, 2017 MEANS YOU AGREE TO THESE CHANGES.

A summary of material changes made to Section 2 (Sending Payments) of the User Agreement for Business and Premier Users in Japan are as set forth below:

- 1. We have deleted **2.2 Default Payment Methods** in its entirety.
- 2. **2.4 Preferred Payment Method** has been amended as set forth below:

"2.3 Preferred Payment Method. You may nominate a Preferred Payment Method in your Account Profile or select a Preferred Payment Method each time you make a payment, except for a Preapproved Payment.

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

PayPal may limit the Payment Methods available for a transaction. Some Payment Methods may not be available in certain circumstances, including:

- American Express may not be available as a Payment Method for certain merchants, such as branded airlines and certain travel merchants;
- Some credit cards may not be available as a Payment Method for certain merchants, such as those in the gambling industry; and
- Credit cards cannot be used to send Personal Payments or to top up your PayPal balance.

If the Preferred Payment Method fails (for example, a credit card or debit card expires) and your PayPal account cannot complete a transaction, it may be used again to try to complete the transaction. If the Preferred Payment Method in your PayPal account cannot complete a transaction after repeated attempts, each of the other payment methods available in your PayPal account may be used to try to complete the transaction."

Amendments to the PayPal User Agreement, with respect to User Accounts in Japan.

Effective Date: June 29, 2017

PayPal is changing its User Agreement. The amended User Agreement will be effective as to all PayPal users on June 29, 2017. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made.

YOUR USE OF PAYPAL OR ITS SERVICES AFTER June 29, 2017 MEANS YOU AGREE TO THESE CHANGES.

PayPal Buyer Protection

- 1. In **7.1 Types of Problems Covered**, we have set forth another example below for an item that would not be considered Significantly Not as Described (SNAD). An item is **not** Significantly Not as Described (SNAD) if it is materially similar to the Seller's item listing description. Here are some examples:
 - a. The defect in the item was correctly described by the Seller.
 - b. The item was properly described but you didn't want it after you received it.
 - c. The item was properly described but did not meet your expectations.
 - d. The item has minor scratches and was listed as used condition.
 - e. The item was listed as used condition and you picked it up in person after examining the item.
- 2. In **7.3 Ineligible Items**, we added "Gold Bullion" as an item that would be ineligible for PayPal Buyer Protection.
- 3. In **7.3 Ineligible Items**, we added "Send money transactions where the sender pays the PayPal transaction fee" as item that would be ineligible for PayPal Buyer Protection. (This amendment in this paragraph (3) is made in the User Agreement for Business and Premier Users in Japan only.)

PayPal Seller Protection

In Section 9.7 Examples of Items/Transactions not Eligible for PayPal Seller Protection, we added "Gold Bullion" as an item that would be ineligible for PayPal Seller Protection. (This amendment is made in the User Agreement for Business and Premier Users in Japan only.)

Insertion of Clause 10.3

The following clause has been inserted as clause 10.3

We may hold, apply or transfer the funds in your Account as required by judgments and orders which affect you or your Account, including judgments and orders issued by courts in Singapore or elsewhere and directed to PayPal or its Affiliates

Definitions

Exhibit A - Fees

Personal Payment Fees in Exhibit A sets forth a Fee that would apply when Payment Methods, aside from Bank or Balance, but including credit or debit cards, are used as Payment Method to fully fund a Personal Payment. If different Payment Methods are used to partially fund a Personal Payment, the same such Fee applies but will be pro-rated.

Exhibit B - Provision of PayPal Services in Japan is amended so that complaints to the Japan Payment Service Association can now be made to Telephone: 03-3219-0601.

Amendments to the PayPal User Agreement with respect to Personal Users in Japan.

Effective Date: June 15, 2017

PayPal is changing its User Agreement. The amended User Agreement will be effective as to all Personal Users in Japan on June 15, 2017. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made.

YOUR USE OF PAYPAL OR ITS SERVICES AFTER JUNE 15, 2017 MEANS YOU AGREE TO THESE CHANGES.

Exhibit B – Provision of PayPal Services in Japan (for Personal Users)

PayPal Pte. Ltd. will be providing "shuno-daiko" service to Personal Users in Japan.

PayPal Services in Japan are provided by PayPal Pte. Ltd., a Singaporean company. Under the "shuno-daiko" service model, PayPal acts as a receiving agent of the Sellers to accept payments from you on behalf of the Sellers. Under this relationship, once PayPal accepts payments from you, any further liability for the amount of payments made by you are released and discharged, so that any obligation to make payments to the Sellers will be on PayPal.

Amendments to the PayPal User Agreement, with respect to User Accounts in Japan.

Effective Date: March 29, 2017

PayPal is changing its User Agreement. The amended User Agreement will be effective as to all PayPal users on March 29, 2017. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made.

YOUR USE OF PAYPAL OR ITS SERVICES AFTER MARCH 29, 2017 MEANS YOU AGREE TO THESE CHANGES.

Change in party responsible for payment of Personal Payments Fees

Previously, the sender may determine whether the fees for Personal Payments will be paid by either the sender or the recipient. Following the change, the fees for Personal Payments shall be paid by the sender.

Change in description of "Personal Payments"

Previously, "personal payments" was defined as "a payment to a friend or a family member for goods and/or services such as your share of the rent or a dinner bill. Personal Payments may not be used for sending gifts." Following the change, the terms "for goods and/or services" in the definition has been deleted.

Clarity in eligible requirements for PayPal Buyer Protection

Changes are made to make it explicit that in order to be eligible for PayPal Buyer Protection, payment must be made for an eligible item and be made from the user's PayPal Account.

New call-outs as examples of ineligible items under PayPal Buyer Protection and PayPal Seller Protection

Mass payments / payouts are added as new call-outs examples of ineligible items under both PayPal Buyer Protection and PayPal Seller Protection. Counterfeit goods has been added as a new call-out example of ineligible items under PayPal Seller Protection.

eBay Money Back Guarantee

Changes are to be made to the time period during which PayPal may withdraw funds from Seller PayPal accounts following a successful claim against a Seller under the eBay Money Back Guarantee.

PayPal Here Lite

The PayPal Here Lite product is no longer offered by PayPal to Japan users. The wording of the user agreement is amended to remove references to this product.

Amendments to the PayPal User Agreement, with respect to User Accounts in Japan.

Effective Date: October 19, 2016

PayPal is changing its User Agreement. The amended User Agreement will be effective as to all PayPal users on October 19, 2016. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made.

YOUR USE OF PAYPAL OR ITS SERVICES AFTER OCTOBER 19, 2016 MEANS YOU AGREE TO THESE CHANGES.

A summary of material changes made to User Agreements for <u>Personal Users</u> in Japan are as set forth below:

A. Changes to Ineligible Items under PayPal Buyer Protection (Section 7.3)

Payments for the following are not eligible for reimbursement under PayPal Buyer Protection:

- Real estate
- Businesses (when you buy all or part of a business)
- Vehicles, including motorcycles, caravans, aircrafts and boats
- Significantly Not as Described Claims for custom made items
- Payments on crowdfunding platforms
- Items that violate **PayPal's Acceptable Use Policy**

- For Item Not Received (INR), items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
- Industrial machinery used in manufacturing
- Stored value items such as gift cards and pre-paid cards
- Gambling, gaming and other activity with an entry fee and a prize
- Anything purchased from or an amount paid to a government agency
- Personal Payments
- Donations
- Financial Products or Investments
- B. Changes to the personal payments fee (Exhibit A Section 5) for sending or receiving personal payments in Brazil from 5.99% + Fixed Fee, to 7.4% + Fixed Fee
- C. Exhibit B Provision of PayPal Services in Japan (for Personal Users) of the User Agreement for Personal Users in Japan

PayPal has taken User balance preservative measures based on the Fund Settlement Act by making a security deposit with the Local Deposit Office to cover the amount of obligations borne by PayPal as a Funds Transfer Business Operator to the Users in Japan pertaining to payments made through the PayPal Services.

A summary of material changes made to User Agreements for <u>Business and Premier Users</u> in Japan are as set forth below:

D. Changes to Ineligible Items under PayPal Buyer Protection (Section 7.3)

Payments for the following are not eligible for reimbursement under PayPal Buyer Protection:

- Real estate
- Businesses (when you buy all or part of a business)
- Vehicles, including motorcycles, caravans, aircrafts and boats
- Significantly Not as Described Claims for custom made items
- Payments on crowdfunding platforms
- Items that violate **PayPal's Acceptable Use Policy**
- For Item Not Received (INR), items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
- Industrial machinery used in manufacturing
- Stored value items such as gift cards and pre-paid cards
- Gambling, gaming and other activity with an entry fee and a prize
- Anything purchased from or an amount paid to a government agency
- Personal Payments
- Donations
- Financial Products or Investments
- E. Changes to Items/Transactions not Eligible for PayPal Seller Protection (Section 9.7)

The following are examples of items/transactions not eligible for PayPal Seller Protection:

- Vehicles, including motorcycles, caravans, aircrafts and boats.
- Claims or Chargebacks for Significantly Not as Described.
- Claims for Items Not Received for intangible or virtual items or services.
- Items that you deliver in person, including at a point of sale.
- Digital Goods.
- Items equivalent to cash (including, without limitation, gift cards or vouchers).
- PayPal Direct Payments (including Virtual Terminal Payments and Website Payments Pro/Plus payments) and PayPal carrier billing products.
- Items that are not shipped to the recipient address. If you originally ship the item to the recipient address but the item is later redirected to a different address, you will not be eligible for PayPal Seller Protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.
- Items that are sent after PayPal has advised the Seller not to release the item.
- Donations.
- Financial Products or Investments.
- F. Changes to the personal payments fee (Exhibit A Section 5) for sending or receiving personal payments in Brazil from 5.99% + Fixed Fee, to 7.4% + Fixed Fee
- G. Exhibit B Terms Applicable Specifically to Business and Premier Users in Japan. PayPal has taken User balance preservative measures based on the Funds Settlement Act by making a security deposit with the Local Deposit Office to cover the amount of obligations borne by PayPal as a Funds Transfer Business Operator to the Users in Japan pertaining to payments made through the PayPal Services.

Amendments to Section 7 of the User Agreements for Personal Users and Business and Premier Users in Japan and Sections 1 and 4 of the User Agreement for Business and Premier Users

Effective Date: June 25, 2016

PayPal is changing its User Agreements for Personal Users and Business and Premier Users in Japan. The relevant amendments to the User Agreements will be effective as to Personal and Business and Premier Users on June 25, 2016. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made.

YOUR USE OF PAYPAL OR ITS SERVICES AFTER JUNE 25, 2016 MEANS YOU AGREE TO THESE CHANGES.

A summary of material changes made to User Agreements for Personal Users and Business and Premier Users in Japan are as set forth below:

- 1. **7.3 Ineligible Items.** Payments for the following are **not** eligible for reimbursement under PayPal Buyer Protection:
 - Real estate
 - o Businesses (when you buy a business)
 - o Vehicles including motorcycles, caravans, aircrafts and boats
 - o Significantly Not as Described Claims for custom made items
 - o Payments on crowdfunding platforms
 - o Items that violate PayPal's Acceptable Use Policy
 - o For Item Not Received (INR), items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
 - o Industrial machinery used in manufacturing
 - o Stored value items such as gift cards and pre-paid cards
 - o Gambling, gaming and other activity with an entry fee and a prize
 - o Anything purchased from or an amount paid to a government agency
 - o Donations made to charities or non-profit organizations
 - Personal Payments

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

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2. **1.2 Eligibility.** Business and Premier Users may be eligible to use the PayPal Services from the age of 18, provided that the relevant User is a resident of Japan.

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Amendment to Section 9 (Paypal Seller Protection) of the PayPal User Agreement for Business and Premier Users

Effective Date: November 17, 2015

Seller Protection for Business and Premier Users will be expanded to include eligible intangible items (excluding certain Digital Goods).

Accordingly, the eligibility and delivery requirements for PayPal Seller Protection for Sellers will be amended as follows:

Eligibility for PayPal Seller Protection

You must meet all of these requirements to be eligible for PayPal Seller Protection:

- a. You receive payment for an eligible item via PayPal from a buyer's PayPal Account;
- b. You must accept a single payment from one PayPal Account for the purchase (partial payment and/or payment in installments are excluded);
- c. For tangible items, you must post the item to the shipping address on the "Transaction Details" page. If the item is delivered in person or picked up in person or if you post 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 the PayPal Seller Protection;
- d. Follow the delivery requirements described below;
- e. The transaction must be marked as either:
 - i. For tangible items: marked by PayPal as "eligible" or "partially eligible" for PayPal Seller Protection on your Account "Transaction Details" page. If it is marked "eligible", protection for both Unauthorized Transaction and Item Not Received will apply. If it is marked "partially eligible", protection for only Item Not Received will apply; or
 - ii. For intangible or virtual items or services: marked by PayPal as "eligible" for PayPal Seller Protection on your Account "Transaction Details" page. If it is marked "eligible", protection for Unauthorized Transaction and Item Not Received (for Chargebacks only) will apply;

- f. You must respond to PayPal's requests for documentation or other information that is reasonably required by PayPal to investigate in a timely manner; and
- g. Your eligibility is not otherwise suspended.

Delivery Requirements

	Delivery Requirements
Protection for Item Not Received	For items less than \$750 USD (or equivalent as set out below)*, Proof of Shipment (for tangible items) or Proof of Delivery (for intangible or virtual items or services) For items of \$750 USD (or equivalent as set out below)* or more, Proof of Delivery (for tangible items) or Proof of Delivery (for intangible or virtual items or services)
Protection for Unauthorized Transaction	Proof of Shipment (for tangible items) or Proof of Delivery (for intangible or virtual items or services)

Currency*	Amount	Currency*	Amount
Australian Dollar	\$850 AUD	New Zealand Dollar	\$950 NZD
Brazilian Real	\$1750 BRL	Norwegian Krone	4,600 NOK
Canadian Dollar	\$850 CAD	Philippine Peso	34,000 PHP
Czech Republic Koruna	15,000 CZK	Polish New Zloty	2,300 PLN
Danish Krone	4,100 DKK	Russian Ruble:	27,000 RUB
Euro	€550 EUR	Singaporean Dollar	\$950 SGD
Hong Kong Dollar	\$6,000 HKD	Swedish Krona	4,950 SEK
Hungarian Forint	170,000 HUF	Swiss Franc	700 CHF
Israeli New Shekel	2,700 ILS	Taiwan New Dollar	23,000 TWD
Japanese Yen	¥77,000 JPY	Thai Baht	24,500 THB
Malaysian Ringgit	2,500 MYR	Turkish Lira	1,600 TRY
Mexican Peso	\$10,000 MXN	U.K. Pound Sterling	£450 GBP
		U.S. Dollar	\$750 USD

[&]quot;Proof of Shipment (for tangible items)" means online or physical documentation from a shipping company that includes all of the following:

- a. Status of "shipped" (or equivalent) and the date of postage;
- b. The recipient's name and address must match those shown on the "Transaction Details" page;
- c. The sender's name and address must match the Seller's name and address; and
- d. Online tracking information showing status of shipment.

"Proof of Delivery (for tangible items)" means online or physical documentation from a shipping company that includes (or where the shipping company warrants that they have obtained) all of the following:

- a. A status of "delivered" (or equivalent) and the date of delivery;
- b. The recipient's name and address must match those shown on the "Transaction Details" page; and
- c. Online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

"Proof of Delivery (for intangible or virtual items or services)" means any compelling evidence to show the purchase order was fulfilled, that includes but is not limited to the following:

- a. The date the item or service was provided; and
- b. The recipient's address (email/IP, etc.) where applicable.

Examples of Items/Transactions not Eligible for PayPal Seller Protection.

The following are examples of items/transactions not eligible for PayPal Seller Protection:

- Vehicles, including motorcycles, caravans, aircrafts and boats.
- Claims or Chargebacks for Significantly Not as Described.
- Claims for Items Not Received for intangible or virtual items or services.
- Items that you deliver in person, including at a point of sale.
- PayPal Direct Payments (including Virtual Terminal Payments and Website Payments Pro/Plus payments), PayPal Here Payments, PayPal carrier billing products and PayPal Email Payments.
- Items that are not shipped to the recipient address. If you originally ship the item to the recipient address but the item is later redirected to a different address, you will not be eligible for PayPal Seller Protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.
- Items that are sent after PayPal has advised the Seller not to release the item.

Amendments to the PayPal User Agreement

Effective Date: September 10, 2015

A summary of material amendments to the PayPal User Agreement that will be effective on September 10, 2015 is provided below.

1. Amendments that Apply to PayPal User Agreement for Personal and Business and Premier Users

7.8 Claims filed with Seller or other Third Parties. You may not file a Dispute/Claim under PayPal Buyer Protection if you have already filed a claim with the Seller or another third party (other than eBay).

7.9 No Double Recovery. You may not receive a recovery for a purchase under PayPal Buyer Protection if you have already received a recovery for that purchase directly from the Seller or another third party.

2. Amendment that Applies to PayPal User Agreement for Business and Premier Users

9.4 Postage Requirement.

	Postage requirement
	For items less than \$750 USD (or equivalent as set out below), Proof of Shipment
Protection for Item Not	
Received	For items of \$750 USD (or equivalent as set out below) or
	more, Proof of Delivery (for tangible items) with Signature
	Confirmation
Protection for	
Unauthorized	Proof of Shipment
Transaction	_

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Currency*	Amount	Currency*	Amount
Australian Dollar	\$850 AUD	New Zealand Dollar	\$950 NZD
Brazilian Real	\$1750 BRL	Norwegian Krone	4,600 NOK
Canadian Dollar	\$850 CAD	Philippine Peso	34,000 PHP
Czech Republic Koruna	15,000 CZK	Polish New Zloty	2,300 PLN
Danish Krone	4,100 DKK	Russian Ruble:	27,000 RUB
Euro	€550 EUR	Singaporean Dollar	\$950 SGD
Hong Kong Dollar	\$6,000 HKD	Swedish Krona	4,950 SEK
Hungarian Forint	170,000 HUF	Swiss Franc	700 CHF

Israeli New Shekel	2,700 ILS	Taiwan New Dollar	23,000 TWD
Japanese Yen	¥77,000 JPY	Thai Baht	24,500 THB
Malaysian Ringgit	2,500 MYR	Turkish Lira	1,600 TRY
Mexican Peso	\$10,000 MXN	U.K. Pound Sterling	£450 GBP
		U.S. Dollar	\$750 USD

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- 5. "Proof of Shipment" means online or physical documentation from a shipping company that includes all of the following:
 - a. Status of "shipped" (or equivalent) and the date of postage;
 - b. The recipient's name and address must match those shown on the "Transaction Details" page;
 - c. The sender's name and address must match the Seller's name and address;
 - d. Online tracking information showing status of shipment.

"Proof of Delivery (for tangible items)" with "Signature Confirmation" means online or physical documentation from a shipping company that includes (or where the shipping company warrants that they have obtained) all of the following:

- e. A status of "delivered" (or equivalent) and the date of delivery;
- f. The recipient's name and address must match those shown on the "Transaction Details" page;
- g. Online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery (Signature Confirmation).

"Proof of Delivery (for intangible or virtual items or services)" means any compelling evidence to show the purchase order was fulfilled and includes all of the following:

- h. The date the item or service was provided;
- i. The recipient's address (email/IP, etc) where applicable.

NOTE: Although Buyer Protection extends coverage to buyers for intangible items, Seller Protection does not apply to intangible items.

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

Effective Date: July 1, 2015

PayPal is changing its User Agreement, its Privacy Policy and the Acceptable Use Policy. The amended User Agreement, the Privacy Policy and the Acceptable Use Policy will be effective as to all PayPal users on July 1, 2015. We encourage you to review this Policy Update to familiarize yourself with the changes that are being made. YOUR USE OF PAYPAL OR

ITS SERVICES AFTER JULY 1, 2015 MEANS YOU AGREE TO THESE

CHANGES. Should you decide not to accept the changes, you can notify us before 1 July 2015 to close your account immediately without incurring any additional charges.

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

Amendments to the PayPal User Agreement

The update to the User Agreement is effective July 1, 2015. A summary of material changes is provided below. You can also click <u>HERE</u> to review the complete terms of the revised Privacy Policy in its entirety.

User Agreement for Personal Users in Japan

• PayPal and eBay Separation

PayPal and eBay will be separate companies soon. We've updated the PayPal User Agreement to reflect certain changes we have made in connection with this separation, along with the changes explained below.

Changes to PayPal Buyer Protection

We are increasing the scope of PayPal Buyer Protection to now include coverage for intangible items. References to intangible items have been removed from the new Section 7.3 which reads as follows:

7.3 Ineligible Items. Payments for the following are **not** eligible for reimbursement under PayPal Buyer Protection:

- Real estate
- Businesses (when you buy a business)
- Vehicles, including motorcycles, caravans, aircrafts and boats
- Custom made items with SNAD issues
- Items that violate PayPal's Acceptable Use Policy
- Items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
- Industrial machinery used in manufacturing

- Items equivalent to cash, including prepaid or gift cards
- Personal Payments

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

• Section 10.3

If a PayPal user engages in any restricted activities as defined by the PayPal User Agreement, we've added language to Section 10.3 that allows PayPal to suspend your eligibility for PayPal Buyer Protection and/or PayPal Seller Protection.

The revised section 10.3 reads as follows:

10.3 Actions by PayPal – Restricted Activities. If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, our Affiliates, other Users, other third parties 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:

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

• <u>Section 12.1</u>

We are updating the Limitations of Liability reflected in the PayPal User Agreement to clarify that (1) among the damages for which PayPal and others listed in Section 12.1 cannot be held liable are damages for loss of data or business, and (2) that the limitations of liability reflected in Section 12.1 are applicable except and to the extent prohibited by law.

The revised Section 12.1 reads as follows:

12.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN

CONNECTION WITH OUR WEBSITE, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW. OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

User Agreement for Business and Premier Users in Japan

• PayPal and eBay Separation

PayPal and eBay will be separate companies soon. We've updated the PayPal User Agreement to reflect how the PayPal services will work post separation given that PayPal and eBay will no longer be affiliates.

Section 4.2

This section currently allows PayPal to debit your Account to pay PayPal or its parent company, eBay, for any amounts that are more than 180 Days past due. The revised section allows, post separation, PayPal to debit user's PayPal Account(s) and pay PayPal, an Affiliate or eBay Inc. for amounts that are 180 Days past due.

The revised section 4.2 reads as follows:

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

o <u>Section 11.1, Item 3</u>

If eBay decides in favor of your buyer under the eBay Money Back Guarantee program, this section provides PayPal your authorization to reimburse eBay or your buyer directly for the amount of the claim.

The revised section 11.1, Item 3 reads as follows:

3. Liability for claims filed under eBay's Money Back Guarantee program. If you are an eBay Seller and eBay makes a final decision pursuant to its eBay Money Back Guarantee program holding you liable to reimburse the buyer, then you authorize PayPal to remove funds from your Account in an amount not greater than the amount of such claim and remit such funds to eBay. If your balance is insufficient to cover the amount of such a claim, PayPal will place a hold on your Account. This hold will remain on your Account until: (1) the date that sufficient funds become available to cover the amount of such claim, at which time such funds will be removed from your Account; or (2) 20

Days from the date of eBay's final decision, at which time an amount not greater than the amount of such claim will be removed from your Account.

Section 11.4

This section currently allows PayPal to use information it receives from third party partners such as eBay to place a hold on a user's PayPal Account. This section is being changed to reflect that PayPal may use information it receives from any third parties including eBay to place a hold on a user's PayPal Account.

The revised section 11.4 reads as follows:

11. 4 Actions by PayPal - Holds.

- 1. Risk-Based Holds. PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's determination may be based on different factors and PayPal may rely on information it receives from third parties. If PayPal places a hold on a payment, the funds will appear in your "pending balance" and the payment status will indicate the hold, for example it can show as "Completed - Funds not yet available." If PayPal places a hold on any or all of the payments you receive, PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 30 Days from the date the payment was received into your Account unless PayPal has a reason to continue to hold the payment such as (a) the receipt of a Dispute, Claim, Chargeback, or Reversal, (b) PayPal believes that you have violated the terms of this Agreement or any other Policy and that such a violation results in the need to continue holding the funds, or (c) PayPal believes that you may be engaging in potentially fraudulent or suspicious activity and/or transactions. In such an event, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement. PayPal, in its sole discretion, may release the hold earlier under certain circumstances, for example when you upload tracking information of the item you shipped.
- **2. Disputed Transaction Holds**. If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for PayPal Seller Protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to any claim that a buyer files directly with eBay through the eBay Money Back Guarantee program.

• Changes to PayPal Buyer Protection

We are increasing the scope of PayPal Buyer Protection to now include coverage for intangible items. References to intangible items have been removed from the new Section 7.3 which reads as follows:

7.3 Ineligible Items. Payments for the following are **not** eligible for reimbursement under PayPal Buyer Protection:

- Real estate
- Businesses (when you buy a business)
- Vehicles, including motorcycles, caravans, aircrafts and boats
- Custom made items with SNAD issues
- Items that violate PayPal's Acceptable Use Policy

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- Items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
- Industrial machinery used in manufacturing
- Items equivalent to cash, including prepaid or gift cards
- Personal Payments

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

• Section 11.1, Item 4

Any instructions given by you on your Account, once you have been authenticated, will be relied on by PayPal and PayPal will not be liability for any loss or damage you suffer where PayPal acts on those instructions in good faith.

A new clause 11.1, Item 4 is inserted to that effect and reads as follows:

4. Liability for instructions given by you on your Account. Any instructions given by you on your Account (whether verbal or in writing) once you have been authenticated will be relied on by PayPal. PayPal will not be liable for any loss or damage you or anyone else suffers where PayPal acts on those instructions in good faith, unless it was proved that PayPal was negligent.

• Section 11.3

If a PayPal user engages in any restricted activities as defined by the PayPal User Agreement, we've added language to Section 11.3 that allows PayPal to suspend your eligibility for PayPal Buyer Protection and/or PayPal Seller Protection. The revised section 11.3 reads as follows:

11.3 Actions by PayPal – Restricted Activities. If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, our Affiliates, other Users, other third parties 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:

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

• <u>Section 13.1</u>

We are updating the Limitations of Liability reflected in the PayPal User Agreement to clarify that (1) among the damages for which PayPal and others listed in Section 13.1 cannot be held liable are damages for loss of data or business, and (2) that the limitations of liability reflected in Section 13.1 are applicable except and to the extent prohibited by law.

The revised Section 13.1 reads as follows:

13.1 Limitations of Liability. IN NO EVENT SHALL WE, OUR AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW. OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

Amendments to the PayPal Privacy Policy (Personal, Guest and Premier/Business)

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

Binding Corporate Rules & Cross Border Transfers of Personal Information	PayPal is committed to adequately protecting your personal information regardless of where the data resides. Following separation from eBay, PayPal will rely on a variety of methods to ensure adequate transfer of information across borders, including contractual mechanisms. We have changed the title of the "Binding Corporate Rules" section to "Cross Border Transfers of Personal Information" and updated the language in the section, including removing references to eBay's Binding Corporate Rules.
Information We Collect	As users increasingly access PayPal Services through mobile devices, we added language highlighting the collection of information from mobile devices, including device identifiers and location information. This section also has been updated and explains how PayPal may collect information from users from sources such as social media sites, members of PayPal's corporate family or from other accounts PayPal believes are controlled by a user.
How We Use Cookies and Similar Technologies	This section has been updated explaining our use of Cookies and other tracking technologies, and to describe how we use these technologies for risk mitigation and fraud detection purposes. We also provide a link to our full Cookies policy, which is applicable to all members of PayPal's corporate family.
How We Use The Personal information we Collect	This section has been updated and highlights the purposes for which we use personal information, including for identity verification purposes, the performance and customization of PayPal Services, and our reasons and methods for contacting you.
How We Share Information with Other PayPal Users	Changes were made to this section explaining that personal information may be shared with another PayPal user during a transaction between users. Data sharing may also occur if a user links the loyalty or gift card of a PayPal merchant to that user's PayPal account.
How We Share Information with Other Third Parties	This section was also modified reflecting, among other things, the changing nature of the relationship between PayPal and eBay. Both parties will be separate entities, but would like to continue to provide users with the experiences they have come to expect. The changes to this section reflect PayPal's sharing of account information with eBay and other third parties for purposes of fraud prevention and risk management, customer service, shipping and legal compliance. As has always been the case, third parties will not be able to use this information for their marketing purposes without a user's express consent.
Using Log In with PayPal	This section was updated to reflect the name change of PayPal Access to Log In with PayPal.

Amendments to the PayPal Acceptable Use Policy

The update to the Acceptable Use Policy is effective July 1, 2015. A summary of material changes is provided below. You can also click <u>HERE</u> to review the complete terms of the revised Acceptable Use Policy in its entirety.

• Tobacco Products, E-cigarettes and Prescription Drugs and Devices

The Acceptable Use Policy currently prohibits use of PayPal for activities that violate applicable law or industry regulations regarding the sale of tobacco products or prescription drugs and devices. We're replacing that prohibition with some new policy language covering these types of items, as well as e-cigarettes. Under the new language, use of PayPal for cigarette transactions will be prohibited. In addition, merchants will be permitted to use PayPal for sales of non-cigarette tobacco products, e-cigarettes, and prescription drugs and devices only with PayPal's pre-approval.

The changes will be as follows:

- Section 5 under Prohibited Activities, which contains the current provisions related to tobacco products and prescription drugs and devices, will be removed.
- A new Section 2(c) under Prohibited Activities will read as follows: You may not use the PayPal service for activities that: ... 2. relate to transactions involving ... (c) cigarettes ...
- The relevant parts of the chart under Activities Requiring Approval will be revised to read as follows:

Service Requiring Pre-Approval	Contact Information
selling non-cigarette tobacco products, e-cigarettes or prescription drugs/devices.	Please send contact information, business website URL and brief business summary to jpaup@paypal.com

• Hate, violence, racial intolerance and the financial exploitation of a crime

We're revising the provision of the Acceptable Use Policy related to hate, violence, racial intolerance and the financial exploitation of a crime. That provision will be moved from Section 2(e) to Section 2(f) under Prohibited Activities and read as follows:

You may not use the PayPal service for activities that: ... 2. relate to transactions involving ... (f) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime ...

• Bribery and Corruption

We're adding to the Acceptable Use Policy an express prohibition against use of PayPal for payments related to bribery or corruption. A new Section 3(k) under Prohibited Activities will read as follows:

You may not use the PayPal service for activities that: ... 3. relate to transactions that ... (k) involve offering or receiving payments for the purpose of bribery or corruption.

• Gambling

The Acceptable Use Policy currently prohibits use of PayPal for gambling-related activities unless they are legal in the places where the operator and the customers are located and the operator has received prior approval from PayPal. We're making some changes to present that policy more clearly, including to clarify that it covers fantasy sports.

Here is some additional detail on the changes: Our policy on gambling-related activities is currently set out in Section 6 under Prohibited Activities. We're removing Section 6 and we're adding a new row to the chart under Activities Requiring Approval that sets out our policy on gambling-related activities.

In that new row, we're preserving the non-exclusive list of covered gambling-related activities contained in the current Acceptable Use Policy, with two changes. First, we're supplementing the list to clarify that fantasy sports are covered. Second, we're making a change to some language in the current Acceptable Use Policy related to games of skill. The current language indicates that games of skill are covered, whether or not they are legally defined as lotteries. The revised language will reference gambling instead of lotteries. That is, it will indicate that games of skill are covered, whether or not they are legally defined as gambling.

The relevant parts of the chart under Activities Requiring Approval will be revised to read as follows:

Service Requiring Pre-Approval	Contact Information
Activities involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes, if the operator and customers are	Please send contact information, business website URL and brief business summary to jp-aup@paypal.com

located exclusively in jurisdictions where such activities are	
permitted by law.	

• Air Transport Services

We're adding a provision under which PayPal may be used in connection with certain air transport services only with PayPal's pre-approval. The relevant parts of the chart under Activities Requiring Approval will be revised to read as follows:

Service Requiring Pre-Approval	Contact Information
cchadillad chartare/iate/air tavi	Please send contact information, business website URL and a brief business summary to compliance_jp@paypal.com

• Transactions on eBay

The Acceptable Use Policy currently includes a provision under Transactions on eBay related to use of PayPal in support of eBay transactions. That provision requires, with respect to such use of PayPal, compliance both with the Acceptable Use Policy and with eBay's rules related to prohibited and restricted items set forth on eBay's website. In connection with the prospective separation of the eBay and PayPal businesses into independent publicly traded companies, we're removing that provision from the Acceptable Use Policy.

Amendment to the User Agreement

Effective Date: May 5, 2015

Collection, Retention, and Use of Data

1. You acknowledge and agree that (i) we will collect, retain, and use the information concerning you in relation to the items set out below (collectively, "Merchant Data") after taking security treatment that we deem appropriate, (ii) we will provide the Merchant Data to credit card companies and other parties that we enter into an agreement with (such credit card companies and other parties are collectively referred to as "Credit Card Companies"), and (iii) Merchant Data will be collected, retained, and used by the Credit Card Companies, for the purpose of conducting merchant screening before starting transactions and any follow-up supervision and screening for any continuous transactions thereafter. You also acknowledge and agree that PayPal or the Credit Card Companies may use the Merchant Data for the screening of other merchants or for the screening of

business and premier account users for the purpose of avoiding duplicated merchant memberships or duplicated contracts.

- a. trade name (name), address, ZIP code, telephone (FAX) number, representative's name, gender, address, date of birth, home telephone number, and any other information concerning you which was submitted to PayPal by you;
- b. dates of application, contract, and termination of the contract, and any information concerning transactions between you and PayPal, as well as any information concerning transactions between you and any of the Credit Card Companies;
- c. information concerning the treatment of credit cards by PayPal and/or by you;
- d. information concerning use, payment, and payment history of credit cards by PayPal or you, which is obtained by the Credit Card Companies;
- e. information concerning the contents of your verification documents such as business permits;
- f. information concerning the contents of such documents as commercial registration, residence certificates, certificate of tax payment registration, which are lawfully and appropriately obtained by the Credit Card Companies from PayPal or any public institution;
- g. information concerning you that is published by official gazettes, telephone directories, or residential maps;
- h. information concerning you that is published by any public institutions, consumers' organizations, mass media, etc., and any further information concerning such published information that is obtained by PayPal or the Credit Card Companies as a result of their investigation; and
- i. any other credit information concerning you, such as bankruptcy, civil rehabilitation, corporate reorganization, other bankruptcy proceedings, as well as any information concerning your credit standing.
- 2. The provisions in 1 above survive after the termination of the contract between you and PayPal.

Consent to Registration of Data with the Japan Consumer/Credit Card Association Merchant Information Exchange Centers and Data Sharing

- 1. You acknowledge and agree that (i) information concerning the objective facts about you in relation to the transaction pursuant hereto will be registered with the Japan Consumer/Credit Card Association Merchant Information Exchange Centers (such information, the "Registered Information", and such centers, the "Centers"), and (ii) the Registered information(including information that was already registered at the Centers)will be used by PayPal or any member of the Center for the purpose of conducting your screening process as a merchant. The details of the Centers are set out under "Merchant Data Institutions" below, and in the event of any addition or changes relating to the Centers, PayPal or the Credit Card Companies will make an announcement to you or notify you in such manner(s) as they consider appropriate, and the definition of "Centers" in your contract with PayPal shall be amended to read accordingly.
- 2. You acknowledge and agree that the Registered Information will be used by the Credit Card Companies for the purposes of conducting merchant screening.

- 3. You acknowledge and agree that the Registered Information will be disclosed via the Centers to members of such Centers, and will be used for the purposes of conducting your screening process as a merchant.
- 4. You acknowledge and agree that the Registered Information will be shared among and used by the members in respect of the purpose of data sharing, information registered, and scope of data sharing, etc. as set out in "Centers, and Scope and Purpose of Data Sharing" below.

Centers, and Scope and Purpose of Data Sharing

- 1. You acknowledge and agree that the information items within the chart in section 2 below will be registered with the Centers defined in the chart, and that, when information registered with the Centers is available, that information will be used by members of the Centers within the scope of the purpose defined in section 2 below.
- 2. Merchant Data Institutions:

	Japan Credit Card Association	Japan Consumer Credit Association	
Name	JCCA Merchant Information	JCA Data of Merchant Center	
	Center (JIM)	(JDM Center)	
Address	105-0004	103-0016	
	2-12-17 Shinbashi, Minato-ku, Tokyo	14-1 Koamicho, Nihonbashi, Chuo- ku, Tokyo	
	Shinbashi I-N Building 1st Floor	Sumisei Nihonbashi Koamicho Building 6th Floor	
Tel	03-6738-6626	03-5643-0011	
Business hours	Monday-Friday	Monday-Friday	
	(excluding national holidays and year-end/new year's holidays)	10:00 AM-5:00 PM	
	10:00 AM-12:00 PM/	(excluding year-end/new year's holidays, etc.)	
	1:00 PM-4:00 PM	*Please ask for further details.	

Purpose of Sharing and Use	To perform merchant screening in order to exclude any malicious merchants while providing consumer protection, merchant contract follow-up supervision, other decisions related to contract continuation, and disclose/correct/suspend use in order to preserve accuracy of merchant information	To perform Merchant Screening by affiliates, supervision of merchants following affiliation, screening with regard to continuous transactions, etc., in order to contribute to the development of sound credit card transactions and the protection of consumers in accordance with the JCA Data of Merchants System that is organized to operate as the Certified Installment Sales Association as prescribed under the Installment Sales Act
Scope of Shared-use Information	 Name, date of birth, address, and other details of your representative as reported to the Credit Card Companies Your company name, address, telephone number, business category, transaction information, and other information regarding transactions between you and the Credit Card Companies Date on which a member used the Merchant Data 	(1) The facts and circumstances concerning any required investigation for complaint handling with respect to the relevant merchant in relation to transactions of a comprehensive credit purchase intermediary or an individual credit purchase intermediary (2) The facts and circumstances concerning termination of an agreement relating to a comprehensive credit purchase intermediary or an individual credit purchase intermediary, where such termination is due to an act that adversely affects the protection of customers in relation to the operation of the comprehensive credit purchase intermediary or individual credit purchase intermediary or individual credit purchase intermediary or individual credit purchase intermediary

Scope of Shared-use Information

- (3) Information concerning objective facts with respect to an act that causes unreasonable damage to a members of the Center, a customer, or other party, where such act is deemed, or might be deemed, to adversely affect the protection of the customers, or where it is difficult to determine whether such act applies to the foregoing circumstances
- (4) Information concerning the facts reported to members of the Center by a customer (whether or not such person has entered into any contract), and, in relation to such reported facts, information on any act that was deemed to adversely affect, or may adversely affect the protection of the customer, and information concerning the facts in which it is difficult to determine whether such act has been carried out
- (5) Information collected by the Center regarding facts published by any administrative agencies and the details of such publications (including information published in violation of the Act on Specified Commercial Transactions and other applicable laws)
- (6) Information concerning any act adversely affecting the protection of the customers other than that described above
- (7) Your name, address, telephone number, and date of birth as pertains to (1) to (6) above (in the case of a corporate, the company name, address, and telephone number, as well as the name and

		date of birth of the corporate representative). As pertains to information in which it is difficult to determine whether such act has been carried out, the name, address, telephone number, and date of birth (in the case of a corporate, the name and date of birth of the corporate representative) are excluded from the information under (4).	
Scope of Sharing and Use	Members among JCCA affiliates using the JCCA Information of Merchants Center (a list of members can be found at the site given below)	Comprehensive credit purchase intermediary operator, individual credit purchase intermediary operator, credit card payment processing institution, and the Center, which are members of the JCCA and members of the Center	
	http://www.jcca-office.gr.jp/	(members are listed on the website of the Japan Consumer Credit Association) http://www.j-credit.or.jp/	
Term of registration	Term not exceeding five years from registration with the Center (for information in which members have used Merchant Data: term not exceeding six months)	Term not exceeding five years from the registration date	
Shared-use Supervisor	Japan Credit Card Association	Japan Consumer Credit Association JCA Data of Merchant Center	

3. **Disclosure, Correction, and Deletion of Information**: You will be entitled to request PayPal, the Credit Card Companies, and the Centers for the disclosure, correction, and

deletion of personal information concerning you pursuant to the Act on the Protection of Personal Information (Act No. 57of May 30, 2003).

Amendment to the User Agreement

Effective Date: November 18, 2014

The User Agreement has been amended as follows in substance:

- a. The following changes will be made to both User Agreement for Personal Users in Japan and User Agreement for Business and Premier Users in Japan:
 - 1. The Eligibility Requirements (Section 7.2) and Dispute Resolution process (Section 7.5) for PayPal Buyer Protection will be amended to reflect that the Users will be required to open a Dispute within 180 days of the date they made the payment to be eligible for PayPal Buyer Protection.
 - 2. Section 7.3 (Ineligible Items) will be amended to read as follows:
 - **7.3 Ineligible Items**. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods. Payments for the following are not eligible for reimbursement under PayPal Buyer Protection:
 - Intangible items, including Digital Goods (subject to exceptions as listed in Section 7.6)
 - Services
 - Real estate
 - Businesses (when you buy a business)
 - Vehicles, including motorcycles, caravans, aircrafts and boats
 - Custom made items with SNAD issues
 - Travel tickets, including airline flight tickets
 - Items that violate PayPal's Acceptable Use Policy or eBay's Prohibited or Restricted Items Policy
 - Items which you collect in person, or arrange to be collected on your behalf, including at a retail point of sale
 - Industrial machinery used in manufacturing
 - Items equivalent to cash, including prepaid or gift cards
 - Personal Payments

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

3. Exhibit B – Provision of PayPal Services in Japan will be amended as follows:

In "Provision of Information", the address of the location that PayPal receives complaints and inquiries in regards to the PayPal Service will be amended to "19F, Lujiazui Financial Plaza, No. 1217, DongHang Rd., Pudong, Shanghai, 200127, People's Republic of China".

- b. The following changes will be made to User Agreement for Business and Premier Users in Japan:
 - 0. Section 9.1 "PayPal Seller Protection" is amended to reflect that Sellers who sell or market to buyers in other countries should read the PayPal Buyer Protection policies of the countries in which the target buyers are based as these policies will apply to them as a payment recipient or Seller.
 - 1. Clause 11.1(b) ("Liability for Claims under PayPal Buyer Protection") will be amended to read as follows:

Liability for Claims under PayPal Buyer Protection. If you are a Seller and you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Where you receive payment from a PayPal Account holder in another country and we determine under the Buyer Protection policy of that country that the funds received should be returned or reversed, you will be required to reimburse PayPal for your liability (before receiving payment from a PayPal Account holder in another country, you should review the relevant PayPal Buyer Protection policies available here). Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back), and the PayPal Fees that you were charged for the transaction. PayPal Seller Protection will cover your liability for eligible Claims based on Item not Received, and eligible Unauthorized Transactions - see Section 9 (PayPal Seller Protection) above.

If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back. In some cases (for instance, if you lose a SNAD Claim because the item you sold is counterfeit) you might not receive the item back from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with). PayPal Seller Protection will not cover your liability for SNAD Claims.

- 2. The following amendment will be made to the "Definitions":
 - The definition of "Mass Payments" will be change do read: "Mass Payments" means the ability to send multiple payments at the same time through PayPal classic APIs.
 - The definition of "Payouts" will be newly added as follows: "Payouts" means the ability to send multiple payments at the same time using REST based APIs.

3. Exhibit A – Fees will be amended to include Payout Fees as follows:

4 (c) Mass Payments/Payouts Fee.

Activity	Country	Mass Payme	nts Fee
Sending Mass Payments/Payouts	All countries except as listed below	Domestic payments: International payments:	2% of the payment up to a Maximum Mass Payment/Payout Fee* per recipient as listed below.
	Albania, Andorra, Bosnia and Herzegovina, Croatia,	Domestic payments:	2% of the payment up to a Maximum Mass Payment/Payout Fee per recipient as listed below**.
	Iceland, Norway, Russia, Turkey, Ukraine	International payments:	2% of the payment up to a Maximum Mass Payment/Payout Fee per recipient as listed below***.
	Hong Kong, China, India, Japan, Malaysia, New	Domestic payments (if available):	2% of the payment up to a Maximum Mass Payment/Payout Fee* per recipient as listed below.
	Zealand, Philippines, Singapore, Taiwan, Thailand	International payments:	2% of the payment up to a Maximum Mass Payment/Payout Fee* per recipient as listed below****.
*Maximum Mass Payments/Payouts Fee	Maximum Currency: Fee per recipient:		
	Australian \$1.25 AUD		

Brazilian Real:	R\$2.00 BRL
Canadian Dollar:	\$1.25 CAD
Czech Koruna:	24.00 CZK
Danish Kroner:	6.00 DKK
Euro:	€0.85 EUR
Hong Kong Dollar:	\$7.00 HKD
Hungarian Forint:	210.00 HUF
Israeli New Shekel:	4.00 ILS
Japanese Yen:	¥120.00 JPY
Malaysian Ringgit:	4.00 MYR
Mexican Peso:	11.00 MXN
New	
Zealand Dollar:	\$1.50 NZD
Norwegian Krone:	6.75 NOK
Philippine Peso:	50.00 PHP
Polish Zloty:	3.00 PLN
Russian Ruble:	30 RUB
Singapore Dollar:	\$1.60 SGD
Swedish Krona:	9.00 SEK
Swiss Franc:	1.30 CHF
Turkish Lira:	1.50 TRY

	U.K. Pounds Sterling:	£0.65 GBP
	U.S. Dollar:	\$1.00 USD
	Currency:	Maximum Fee per recipient:
	Australian Dollar:	\$8 AUD
	Brazilian Real:	R \$12 BRL
	Canadian Dollar:	\$7 CAD
	Czech Koruna:	140 CZK
	Danish Krone:	42 DKK
**Maximum Mass	Euro:	€6 EUR
Payment/Payout Fee for domestic payments	Hong Kong Dollar:	\$55 HKD
from: Albania, Andorra, Bosnia and	Hungarian Forint:	1540 HUF
Herzegovina, Croatia, Iceland, Norway,	Israeli Shekel:	25 ILS
Russia, Turkey, Ukraine	Japanese Yen:	¥600 JPY
	Malaysian Ringgit:	25 MYR
	Mexican Peso:	85 MXN
	New Zealand Dollar:	\$10 NZD
	Norwegian Krone:	45 NOK
	Philippine Peso:	320 PHP
	Polish Zlotych:	23 PLN

	Russian Ruble:	240 RUB
	Singapore Dollar:	\$10 SGD
	Swedish Krona:	50 SEK
	Swiss Franc:	8 CHF
	Taiwan New Dollar:	\$220 TWD
	Thai Baht:	230 THB
	Turkish Lira:	12 TRY
	U.K. Pounds Sterling:	£5 GBP
	U.S. Dollar:	\$7 USD
	Currency:	Maximum Fee per recipient:
	Australian Dollar:	\$50 AUD
***N/avi	Brazilian Real:	R \$75 BRL
***Maximum Mass Payment/Payout Fee for international	Canadian Dollar:	\$45 CAD
Payments from: Albania, Andorra,	Czech Koruna:	850 CZK
Bosnia and Herzegovina, Croatia,	Danish Krone:	250 DKK
Iceland, Norway,	Euro:	€35 EUR
Russia, Turkey, Ukraine	Hong Kong Dollar:	\$330 HKD
	Hungarian Forint:	9250 HUF
	Israeli Shekel:	160 ILS
	Japanese Yen:	¥4000 JPY

U.K. Pounds	£30 GBP
Turkish Lira:	80 TRY
New Dollar: Thai Baht:	\$1350 TWD 1400 THB
Swiss Franc: Taiwan	50 CHF
Swedish Krona:	320 SEK
Singapore Dollar:	\$60 SGD
Russian Ruble:	1400 RUB
Polish Zlotych:	140 PLN
Philippine Peso:	1900 PHP
Norwegian Krone:	270 NOK
New Zealand Dollar:	\$60 NZD
Mexican Peso:	540 MXN
Malaysian Ringgit:	150 MYR

Czech Koruna:	1000 CZK
Danish Kroner:	300 DKK
Euro:	€40 EUR
Hong Kong Dollar:	\$400 HKD
Hungarian Forint:	15,000 HUF
Israeli Shekel:	200 ILS
Japanese Yen:	¥5,000 JPY
Malaysian Ringgit:	200 MYR
Mexican Peso:	750 MXN
New Zealand Dollar:	\$75 NZD
Norwegian Krone:	300 NOK
Philippine Peso:	2,500 PHP
Polish Zloty:	150 PLN
Russian Ruble:	1500 RUB
Singapore Dollar:	\$80 SGD
Swedish Krona:	400 SEK
Swiss Franc:	50 CHF
New Taiwan Dollar:	\$2,000 TWD
Thai Baht:	2,000 THB
Turkish Lira:	75 TRY

U.K. Pounds Sterling:	£35 GBP
U.S. Dollar:	\$50 USD

c. Other changes

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

Amendment to the User Agreement

Effective Date: June 17, 2014

The User Agreement has been amended as follows in substance:

A. The following paragraphs of User Agreement for Personal Users in Japan have been modified:

We are adding new Sections 12.6 to the User Agreement in order to include a license grant from Users to PayPal with respect to certain User generated content. In the new Section 12.6, when you give PayPal content, such as images or text, PayPal can use that content in various ways and exercise other of your rights related to it. Section 12.6 also provides that you guarantee that the material does not infringe the intellectual property or publicity rights of others.

New Section 12.6 reads as follows:

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

- B. The following paragraphs of User Agreement for Business and Premier Users in Japan have been modified:
 - 1. Section 9.1 "PayPal Seller Protection" is amended to read as follows:

9.1 PayPal Seller Protection

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

- Unauthorized Transaction; or
- Item Not Received.

PayPal Seller Protection is available for eligible payments on eBay and outside eBay from buyers in any country. When a Seller sells an item to a U.K. registered buyer, the U.K. Buyer Protection policy will apply to that transaction.

2. Section 9.4 "Postage requirements" is amended as follows:

9.4 Postage Requirement.

	Postage requirement
	For items less than \$750 USD (or equivalent as set out below), Proof of Shipment
Protection for Item Not	
Received	For items of \$750 USD (or equivalent as set out
	below) or more, Proof of Delivery with Signature
	Confirmation
Protection for	
Unauthorized	Proof of Shipment
Transaction	_

Currency*	Amount	Currency*	Amount
Australian Dollar	\$850 AUD	New Zealand Dollar	\$950 NZD
Brazilian Real	\$1,750 BRL	Norwegian Krone	4,600 NOK
Canadian Dollar	\$850 CAD	Philippine Peso	34,000 PHP
Czech Republic Koruna	15,000 CZK	Polish New Zloty	2,300 PLN
Danish Krone	4,100 DKK	Russian Ruble:	27,000 RUB
Euro	€550 EUR	Singaporean Dollar	\$950 SGD
Hong Kong Dollar	\$6,000 HKD	Swedish Krona	4,950 SEK
Hungarian Forint	170,000 HUF	Swiss Franc	700 CHF
Israeli New Shekel	2,700 ILS	Taiwan New Dollar	23,000 TWD
Japanese Yen	¥77,000 JPY	Thai Baht	24,500 THB
Malaysian Ringgit	2,500 MYR	Turkish Lira	1,600 TRY
Mexican Peso	\$10,000 MXN	U.K. Pound Sterling	£450 GBP

	U.S. Dollar	\$750 USD
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"Proof of Shipment" means online or physical documentation from a shipping company that includes all of the following:

- a. Status of "shipped" (or equivalent) and the date of postage;
 - b. The recipient's name and address must match those shown on the "Transaction Details" page;
 - c. The sender's name and address must match the Seller's name and address;
 - d. Online tracking information showing status of shipment.

"Proof of Delivery with Signature Confirmation" means online or physical documentation from a shipping company that includes (or where the shipping company warrants that they have obtained) all of the following:

- e. A status of "delivered" (or equivalent) and the date of delivery;
 - f. The recipient's name and address must match those shown on the "Transaction Details" page;
 - g. Online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.
 - 3. We are adding new Sections 13.6 and 13.7 to the User Agreement in order to include a license grant from Users to PayPal with respect to certain User generated content. In the new Section 13.6, when you give PayPal content, such as images or text, PayPal can use that content in various ways and exercise other of your rights related to it. Section 13.6 also provides that you guarantee that the material does not infringe the intellectual property or publicity rights of others. New Section 13.7 limits Section 13.6 by restricting our right under the User Agreement to use merchants' trademarks to particular circumstances.

New Sections 13.6 and 13.7 reads as follows:

13.6 License Grant from You to PayPal; IP Warranties. Subject to section 13.7, when providing PayPal with content or posting content using PayPal Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against PayPal, its sublicensees or its assignees. You represent and warrant that none of the following infringe any intellectual property or publicity right: your provision of content to PayPal, your posting of content using the PayPal Services, and PayPal's use of such content (including of works derived from it) in connection with the PayPal Services.

- **13.7 License Grant from Merchants to PayPal.** Notwithstanding Section 13.6, if you are a Merchant using PayPal Services, you hereby grant us a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free right to use and display publicly, during the term of this Agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a Merchant that accepts a PayPal Service as a payment form, and (2) any other use to which you specifically consent.
- 4. The following paragraph in "Explanatory Notes" of Exhibit B (Terms Applicable Specifically to Business and Premier Users in Japan.) has been modified:

The provision "Please note that a User who is entitled to a return of the above performance insurance money will be the Seller" shall be deleted in its entirety and replaced with the following:

Please note that a User who is entitled to a return of the above performance insurance money will be the Seller. In the event that a buyer sends a payment using the buyer's PayPal balance, the entitlement to a return of the performance insurance money will be transferred from the buyer to the Seller at the time that the buyer sends such payment.

- C. The following changes have been made to the Exhibit A of both User Agreement for Personal Users in Japan and User Agreement for Business and Premier Users in Japan:
 - 1. Fees for Currency Conversion in "Exhibit A Fees." is changed to read as follows:

Activity	Fees		
	Country:	Fee:	
	All countries except as listed below.	2.5% (added to the exchange rate)	
Currency Conversion	Argentina, Aruba, Bahamas, Barbados, Bermuda, Cayman Islands, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Jamaica, Mexico, Panama, Paraguay, Peru, Trinidad & Tobago, Uruguay, Venezuela.	3.5% (added to the exchange rate)	
	Algeria, Angola, Bahrain, Benin, Botswana, Burkina	Currency Conversion that occurs when sending a Personal	

Faso, Burundi, Cameroon, Cape Verde, Chad, Comoros, Congo, Democratic Rep of the Congo, Cook Islands, Djibouti, Egypt, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea Bissau, Ivory Coast, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Lesotho, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Qatar, Rwanda, Sao Tome And Principe, Saudi Arabia, Senegal, Sevchelles, Sierra Leone, Somalia, South Africa, St. Helena, Swaziland, Tajikistan, Tanzania, Togo, Tunisia, Turkmenistan, Uganda, United Arab Emirates, Yemen, Zambia, Zimbabwe

or a Commercial Payment:

3.5% added to the exchange rate.

Currency conversion that occurs when receiving other payments (including Mass Payments), withdrawing funds to your local bank account (if your PayPal balance is held in a currency other than your local currency), adding funds from a bank account to your PayPal Account or when transferring funds between your PayPal balances held in different currencies (as applicable);

2.5% added to the exchange rate

Albania, Andorra, Belarus, Bosnia and Herzegovina, Croatia, Georgia, Iceland, Macedonia, Moldova, Montenegro, Serbia, Turkey, Ukraine. Currency Conversion that occurs when sending a Personal or a Commercial Payment:

4% added to the exchange rate.

Currency conversion that occurs when receiving other payments (including Mass Payments), withdrawing funds to your local bank account (if your PayPal balance is held in a currency other than your local currency, adding funds from a bank account to your PayPal Account or when transferring funds between your PayPal balances held in different currencies (as applicable);

2.5% added to the exchange rate

Currency Conversion that occurs when sending a Personal or a Commercial Payment:

The Fee depends on the currency into which the amount is converted, as listed in the table below and is added to the exchange rate.

Bhutan, Cambodia, China, Federated States of Micronesia, Hong Kong, India, Indonesia, Japan, Korea, Laos, Malaysia, Maldives, Mongolia, Nepal, New Zealand, Philippines, Samoa, Singapore, Sri Lanka, Taiwan, Thailand, Tonga, Vietnam.

Currency:	Fee:
Argentine Peso:	4.0%
Australian Dollar:	4.0%
Brazilian Real:	4.0%
Canadian Dollar:	3.5%
Czech Koruna:	4.0%
Danish Kroner:	4.0%
Euro:	4.0%
Hong Kong Dollar:	4.0%
Hungarian Forint:	4.0%
Israeli New Shekel:	4.0%
Japanese Yen:	4.0%
Malaysian Ringgit:	4.0%
Mexican Peso:	4.0%
New Zealand Dollar:	4.0%
Norwegian Krone:	4.0%
Philippine Peso:	4.0%
Polish Zloty:	4.0%
Russian Ruble:	3.5%
Singapore Dollar:	4.0%
Swedish Krona:	4.0%
Swiss Franc:	4.0%
New Taiwan Dollar:	4.0%
Thai Baht:	4.0%
Turkish Lira:	4.0%
U.K. Pounds Sterling:	4.0%
U.S. Dollar:	3.5%

For currency conversions that occur for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee

2.5% above the wholesale exchange rate

For all other transactions involving a currency conversion and for which the seller has not agreed to bear the conversion fee:

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).

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%
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%
Swedish Krona (SEK):	3.5%
Swiss Franc (CHF):	3.5%
Taiwan New Dollar (TWD):	4.0%
Thai Baht (THB):	4.0%

Monaco

Turkish Lira (TRY):	3.5%
U.K. Pounds Sterling (GBP):	3.5%
U.S. Dollar (USD):	3.0%

When a currency conversion is required, PayPal engages a licensed bank to perform the currency conversion. The exchange rate is determined by the bank and disclosed to you at the time of a transaction. PayPal adds this Fee to the exchange rate.

- 2. The definitions of Europe I and Europe II are amended throughout the Exhibit A of both User Agreement for Personal Users in Japan and User Agreement for Business and Premier Users as follows:
 - ** Europe I: Austria, Belgium, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Italy, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Portugal,, San Marino, Slovakia, Slovenia, Spain, United Kingdom (including Channel Islands and Isle of Man), Vatican City State.
 - *** Europe II: Albania, Andorra, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kosovo^^, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russia, Serbia, Switzerland, Turkey, Ukraine.
 - ^^ Buyers in these countries cannot open a PayPal Account but can make purchases using their credit cards on certain merchants' websites.

D. Other changes

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

Amendment to the User Agreement

Effective Date: May 14, 2014

The User Agreement has been amended as follows in substance:

A. The following paragraphs of User Agreement for Personal Users in Japan have been modified:

- 1. The "Claim Resolution Process" part of Section 7.5 ("Dispute Resolution") is amended to read as follows:
 - Claim Resolution Process. Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal's decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you are a Seller and you lose a SNAD 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.
- 2. Section 7.8 ("No Double Recovery") is amended to read as follows:
 - **7.8 No Double Recovery**. 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 Seller or another third party, or if you have already filed a case for that purchase with eBay, the Seller or another third party.
- B. The following paragraphs of User Agreement for Business and Premier Users in Japan have been modified:
 - 1. Section 2.3 is inserted as follows:
 - **2.3 Cards as Payment Methods**. By adding a debit card or credit card as a Payment Method, you are providing PayPal with continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Payment Method pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Payment Method in your Account Profile.
 - 2. The "Claim Resolution Process" part of Section 7.5 ("Dispute Resolution") is amended to read as follows:
 - Claim Resolution Process. Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal's decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original

shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you are a Seller and you lose a SNAD 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.

- 3. Section 7.8 ("No Double Recovery") is amended to read as follows:
 - **7.8 No Double Recovery**. 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 Seller or another third party, or if you have already filed a case for that purchase with eBay, the Seller or another third party.
- 4. Section 11.1 (Your Liability), b. (Liability for Claims under PayPal Buyer Protection.) is amended to read as follows:

b. Liability for Claims under PayPal Buyer Protection. If you are a Seller and 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 plus the original shipping cost (and in some cases you may not receive the item back), and the PayPal Fees that you were charged for the transaction. PayPal Seller Protection will cover your liability for eligible Claims based on Item not Received, and eligible Unauthorized Transactions - see Section 9 (PayPal Seller Protection) above. If a buyer files a Significantly Not as Described (SNAD) Claim for an item he or she purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund on your PayPal Fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back. PayPal Seller Protection will not cover your liability for SNAD Claims.

C. Other changes

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