

## Past Policy Updates

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

### Amendment to the PayPal User Agreement

Effective Date: Nov 18, 2013

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- **Please read this document.**

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

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

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

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

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

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

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

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

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

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

#### 1. **SEPA**

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

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

The text inserted into Section 3.7 reads as follows:

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

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

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

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

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

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

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

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

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

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

...

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

..."

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

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

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

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

**Open a Dispute**

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

..."

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

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

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

...

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

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

**13.6 How is the Claim resolved?**

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

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

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

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

...

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

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

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

We recently introduced a new clearer explanation of fees charged for sending or receiving cross border Personal Transaction payments wherever in the world this functionality is available. This clearer table will continue to apply beyond the Effective Date. We have set out the table again below, by way of reminder:

**“ Cross Border Personal Transactions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 8. Other changes

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

### Amendment to the PayPal Privacy Policy

Effective Date: Oct 18, 2013

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#### • Amendment to the PayPal Privacy Policy

##### 1. Information We Collect

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

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

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

##### " 3. Information We Collect

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

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

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

*When you access PayPal using a mobile device (e.g. a smartphone), we may additionally collect and*

store device sign-on data (including device ID) and geolocation data in order to provide our services.

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

...

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

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

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

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

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

...

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

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

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

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

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

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

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

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

## 2. Our Use and Disclosure of Information

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

### **"Internal Uses**

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

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

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

### **" Disclosure to Other PayPal Customers**

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

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

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

...

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

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

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

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

...

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

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

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

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

Please note we have clarified at the entry relating to Credit Reference and Fraud Agencies that, in

addition to the stated purposes, PayPal uses your personal information to detect, prevent, and/or remediate fraud or other illegal actions, or to detect, prevent or remediate violations of policies or applicable user agreements.

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



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

		specific user (including, without limitation, login, successful completion of the transaction), but no payment and financial information details. Content of advertisements to be delivered to specific users and, as appropriate, segmentation group to which such person belongs to for advertisement purposes.
<b>Operational services</b>		
KSP Kanzlei Dr. Seegers (Germany), BFS Risk & Collection GmbH (Germany); HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)	To collect debt; to handle reporting to credit reference agencies about defaulting customers.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, name of funding source provider, applicable details of account behaviour and correspondence relevant for reporting to credit reference agencies.
Webbank (USA)	Only for customers who are also customers of Bill Me Later, Inc.: to help with accounting and recovery services	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.
Zyklop Inkasso Deutschland GmbH (Germany), PNO inkasso AG (Germany)	To collect and manage debt, to support collections teams in case of insolvent customers	Name, address, phone number, account number, email address, account type, account status, last four digits of financial instruments account, sort code and name of funding source provider, account balance, date and amount of last payment, results of creditworthiness checks
CartaSi S.p.A - Gruppo ICBPI (Italy)	To assist in the production of innovative payment methods (e.g. applications) and processing of payments through such innovative payment methods.	All account information.
RR Donnelley and Sons Company (USA)	To provide printing services such as statements and other printed materials	Name, address, email address, and account information
<b>Group companies</b>		
PayPal Europe Services Limited (Ireland), eBay Europe Services Limited (Ireland), PayPal Malaysia Services Sdn Bhd (Kuala Lumpur), PayPal Israel Ltd (Israel), PayPal India Private Limited (India), PayPal	Acting on behalf of PayPal for the purpose of customer support, risk assessment, compliance and/or other back office.	All account information.

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

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

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

#### 4. Other changes

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

### Amendment to the PayPal Privacy Policy

Effective Date: Aug 19, 2013

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- **Please read this document.**

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

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

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

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

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

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

**It's easier**

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

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

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

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

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

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

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

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

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

## 2. Our Contact with PayPal Customers

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

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

## 3. Other changes

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

### Amendment to the PayPal User Agreement

Effective Date: May 16, 2013

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#### • Amendment to the PayPal User Agreement

- **Please read this document.**

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

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

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

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

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

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

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

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

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

- **Amendment to the PayPal User Agreement**

- **1. Eligibility and Types of Accounts**

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

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

- **2. Sending Money – Our execution of your Payment Orders**

Section 3.1.a is amended to clarify the time on a Business Day after which your Payment Order will be treated as received by us on the following Business Day. The amended section 3.1.a now reads as follows (presented in context with the clause heading):

**"3.1 Our execution of your Payment Orders.** Subject to the terms of this Agreement (and your compliance with the same), you agree that we will execute a Payment Order made by you via your Payment Account and credit the payment service provider of the person to whom you are sending your payment, as soon as the payment schemes available to PayPal allow (which can be within the next Business Day) following the date

you gave us and we received your valid Payment Order. This is subject to you providing us with:

your Payment Order before 2pm (local time of the country where your Account is registered) on a Business Day. If you provide us with your Payment Order after this time or not on a Business Day, you agree that your Payment Order was received by us on the following Business Day ;

..."

### • 3. Currency Conversion

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

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

### • 4. Restricted Activities

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

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

...

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

### • 5. Seller Protection

Sections 11.3, 11.6 and 11.7 are amended to clarify the eligibility requirements of the Seller Protection.

The amended section 11.3 reads as follows:

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

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

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

AND

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

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

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

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

AND

d. below 300 Claims (INR and/or SNAD), Chargebacks and Reversal cases were issued against your PayPal Account

PayPal will notify You by e-mail if your eligibility for PayPal seller protection for Unauthorized Payments is declined based on the above requirements or if you may be eligible for PayPal seller protection again."

The amended section 11.6 reads as follows:

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

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

..."

The amended section 11.7 reads as follows:

« Type of shipping	Protection for Unauthorised Payment	Protection for Item Not Received Payment
National/international	Proof of Postage	Proof of Delivery »

### • 6. Buyer Protection

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

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

- **7. UK Financial Ombudsman Service (FOS)**

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

- **8. Other changes**

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

## Amendment to the PayPal Privacy Policy

Effective Date: Apr 16, 2013

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- **Amendments to the Privacy Policy**

- **1. Disclosure to Third Parties other than PayPal Customers**

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

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

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

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
<b>Audit</b>			
	PricewaterhouseCoopers Sàrl (Luxembourg)	To test PayPal's Anti Money Laundering (AML) and Know Your Customer (KYC) controls and to carry out professional auditing services for PayPal Inc. and its subsidiaries.	For a sample of individual customer accounts: name, PayPal account number (Customer ID), total amount received on the PayPal account, total amount sent from the PayPal account, type of PayPal account, and, as the case may be, any other relevant account information.
<b>Customer Service Outsourcing</b>			
	Concentrix Europe Limited (UK)	To allow telephone and email customer support services.	Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.
<b>Credit Reference and Fraud Agencies</b>			
	CIFAS (UK) and the CIFAS database	For users with UK PayPal accounts only: to prevent and detect fraud (which may include checking details on job applicants and employees and on proposals and claims for all types of insurance).  <b>Please note that data disclosed to this database</b>	All account details and circumstances of the conduct of the account

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



(Germany)	<p>out checks for the prevention and detection of failing direct debit payments, and of crime including fraud and /or money laundering including checks on the linkage of the customer and its bank account, to help determine creditworthiness of consumers (if they have a German PayPal account and have specifically consented to such check) and of merchants, and for research and testing as to appropriateness of new products and services.</p> <p><b>Please note the fact that PayPal requested such information, and any negative account performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</b></p> <ul style="list-style-type: none"> <li>• retained by the database for audit purposes and for scoring of such customer's creditworthiness;</li> <li>• any such score may be disclosed to other third parties for the purpose of gauging creditworthiness.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• transferred outside of the EU and on a global basis.</li> </ul> <p>Further, in relation to customers who have a German PayPal account, the information on a failed direct debit payment may be</p> <ul style="list-style-type: none"> <li>• retained by the infoscore database for audit purposes; and</li> <li>• (without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments.</li> </ul>	<p>details, information on failed direct debit payments from a bank account (without linkage to the identity of the customer), and in case the transfer of such information is legally justified, also certain information on negative account performance of a customer with a German PayPal account, for which PayPal has requested a creditworthiness check from the respective database.</p>
Verband der Vereine Creditreform e.V. (Germany)	To determine creditworthiness of merchants.	Name, address, email-address.
ID Checker.nl BV (Netherlands) (Ireland)	To verify identity; research and testing as to appropriateness of new products and services.	Name, address, email address, date of birth, legal form, company registration number, VAT number, proof of identity, address, or other documents requested by PayPal and the data contained therein for Risk / Compliance purposes .
Aristotle International, Inc. (USA)	To verify identity.	Name, address, date of birth
AddressDoctor GmbH (Germany),	To re-structure address data into normalized format.	Name, address, email address
Deutsche Post Adress GmbH & Co. KG (Germany)	To validate and re-structure address data into normalized format and to verify name and address.	Name, address, email address
InterCard AG (Germany)	Check and provide the linkage between a customer and bank account or credit card, research and testing as to	Name, address, email address, date of birth and bank account details

	<i>appropriateness of new products and services.</i>	
<i>Jumio Inc (USA)</i>	<i>To capture and validate proofs of identity and address</i>	<i>All data recorded on the customer's identity and address documents</i>
<i>Au10tix Limited (Cyprus)</i>	<i>Automatic data extraction and document validation / forgery detection</i>	<i>Documents proving identity and address</i>
<i>Telovia SA (Luxembourg)</i>	<i>Identity validation and Know Your Customer (KYC) controls conducted for anti-money laundering purposes</i>	<i>Name, address, date of birth, proof of ID and address</i>
<i>Syniverse Technologies, LLC (USA)</i>	<i>Validate and apply data quality checks to phone numbers (SMS message to be sent to the customer)</i>	<i>Name, address, phone number.</i>
<i>Signicat AS (Norway)</i>	<i>To verify and authenticate identity</i>	<i>Name, address, date of birth and e-id reference number</i>
<i>BankersAccuity Inc. (USA)</i>	<i>Research and testing as to appropriateness of new products and services in relation to the validation of the account data provided to us by the user and conversion of national account data information into IBAN</i>	<i>Customer's bank account number and sort code and / or IBAN</i>
<i>ArkOwl LLC (USA)</i>	<i>To verify email address</i>	<i>Email address</i>
<b>Marketing and Public Relations</b>		
<i>Salesforce.com, inc. (USA)</i>	<i>To store merchant contact information as well as other supporting information about the business relationship .</i>	<i>Name, address, phone number and email address, business name, URL PayPal Account ID and other supporting information about the business relationship, such as (without limitation) name of contact person and contact information at merchant and/or partner through which merchant has been onboarded, description of products sold through PayPal communication notes and onboarding information, internal decisions about the merchant, revenue calculations and other information on the merchant's business as made available by the merchant, and information relevant for special integrations of merchants, name and address of bank.</i>
<i>W &amp; J Linney Ltd (UK)</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, email address, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.</i>
<i>Endlichsommer- werbung in bester gesellschaft mbh (Germany) and Crossover Communication GmbH (Germany)</i>	<i>To assist in the execution of offline direct mail and marketing campaigns</i>	<i>Name, address, business name , type and nature of PayPal services offered or used.</i>
<i>optivo GmbH (Germany)</i>	<i>To send emails; email marketing</i>	<i>Name of the merchant, name of the contact person, email address, address, status, client ID and shop system.</i>
<i>Acxiom France SAS (France), Acxiom Ltd (UK) and Acxiom GmbH (Germany)</i>	<i>To collect additional user information and better target marketing campaigns.</i>	<i>Name, address, email address , date of birth and phone number.</i>
<i>Business support services - b2s, SAS (France)</i>	<i>To store merchants' contact information for marketing</i>	<i>Name of the merchant, name of the contact person, address, email</i>

	<i>communications to those merchants.</i>	<i>address, phone number, merchant website URL.</i>
<i>Tenthwave Digital, LLC (USA)</i>	<i>To notify winners and prize fulfillment for winners of survey sweepstakes</i>	<i>Name and email address, for sweepstakes winners and alternates only.</i>
<i>Marketing and Planning Systems, LLC. USA (USA), Dynamic Logic, Inc. (USA), GfK Custom Research LLC (USA), Millward Brown, Inc. (USA) and Radius Global Market Research, LLC (USA)</i>	<i>To conduct customer service and marketing surveys</i>	<i>Name, email address, type of account, type and nature of PayPal services offered or used, and relevant transaction information.</i>
<i>Zeuner S.p.A. (Italy), Accueil Srl (Italy) and CallCenterNet Italy s.r.l. (Italy)</i>	<i>To store merchants' contact information for marketing communications to those merchants.</i>	<i>Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.</i>
<i>KSP Kanzlei Dr. Seegers, Dr. Frankenheim &amp; Partner Lawyers (Germany, Austria), NCO Europe Limited (UK), Robinson Way Limited (UK), Intrum Justitia Limited (UK), IQOR Recovery Services Limited (UK), Compagnie Francaise du Recouvrement (France), EOS Solutions UK Plc (UK), Transcom Worldwide S.A. (UK), Transcom Worldwide (UK) Limited (UK), Newman &amp; Company Limited (UK), Clarity Credit Management Solutions Limited (UK), eBay Europe Services SARL (Luxembourg); EOS Solution Deutschland GmbH (Germany), EOS Aremas Belgium SANV (Belgium), EOS Nederland B.V. (Netherlands), Arvato Infoscore GmbH (Germany), Arvato Services Iberia (Spain), Infoscore Iberia (Spain), BFS Risk &amp; Collection GmbH (Germany), Transcom WorldWide (France), SAS (France) Transcom WorldWide S.p.A. (Italy), HFG Hanseatische Inkasso- und Factoring-Gesellschaft (Germany)</i>	<i>To collect debt.</i>	<i>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.</i>
<i>Begbies Traynor Group plc (UK), Moore Stephens LLP (UK)</i>	<i>To collect debt from insolvent customers</i>	<i>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, and name of funding source provider.</i>
<i>mediafinanz AG (Germany)</i>	<i>To collect debt, to request and proceed information from and to Schufa, Buergel and other credit reference and fraud agencies for PayPal</i>	<i>Name, address, phone number, account number, date of birth, business name, email address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider, credit score received from agency, account performance data</i>
<i>Informa Solutions GmbH (Germany)</i>	<i>To request and proceed information from and to Schufa, Buergel and other credit reference and fraud agencies in and from and to ID Checker .</i>	<i>Name, date of birth, business name, legal form, address, company registration number and VAT number.</i>  <i>For the purpose of verification of identity also: other information contained in documents requested by PayPal for Risk / Compliance purposes.</i>  <i>For customers with a German PayPal account also: phone number, email address, date of birth, length of time at address, length of time in business, length of time with PayPal, funding instrument including bank account and credit/debit card details and relevant transaction information, credit score received on behalf of PayPal from a credit reference agency, account number, account type, account status, account balance, details of account</i>

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

- **2. Other changes**

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

## Amendments to the Commercial Entity Agreements

Effective Date: Mar 01, 2013

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

- **Amendments to the Commercial Entity Agreements**

- **Please read this document.**

These changes are effective on the Effective Date.

- **Amendment to the Commercial Entity Agreements**

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

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

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

Effective Date: Oct 09, 2012

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

- **Please read this document.**

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

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

**It's safer**

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

**It's faster**

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

**It's easier**

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

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

- **Summary of changes.**

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

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

**Preamble**

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

**Seller Protection Programme**

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

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

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

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

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

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

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

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

**Deletion of PayPal Bonuses Policy**

This entire policy is deleted.

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

Effective Date: Jul 10, 2012

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

- **Please read this document.**

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

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

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

- **Amendment to the PayPal User Agreement**

- **1. Preamble**

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

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

- **2. Third party initiated payments**

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

***"3.10 Third party initiated payments (including Recurring Payments).*** A third party initiated payment is a payment made on the basis of your advance Authorisation to a third party (for example, a merchant or eBay) to collect funds from your PayPal Account.  
One example of this type of payment is a "Recurring Payment" which is a third party initiated payment made on a recurring basis (whether sporadically or periodically) that can be managed via your PayPal Account. Sometimes Recurring Payments are also called "subscriptions", "preapproved payments" or "automatic payments".

*By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time basis, or on a (sporadically or periodically) recurring basis until you cancel your arrangement or authorisation with the applicable third party. **You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.** You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment. You further acknowledge and agree that payments made under this provision are variable and may be made on various dates. If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee (per Schedule 1) will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of third party initiated payments being based on fluctuating exchange rates. Third parties who present us with a payment request under this provision hereby:*

1. *warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts) and that they will give prior notice of the deduction to the User; and*
2. *agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment and that they will be liable to PayPal for any refunds of such payment, unless such refund is not made as a consequence of any violation of their obligations under this section.*

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

- a. *the Authorisation did not specify the exact amount of the payment transaction when the Authorisation was given and the applicable amount exceeded the amount you could have reasonably been expected to pay, taking into account your previous spending patterns and the circumstances of the case; or*
- b. *your consent to the making of the third party initiated payment was not given as set out in section 3.1(e); or*
- c. *the information relating to the third party initiated payment was not provided or made available to you for at least 4 weeks before the date the payment transaction was made to the merchant; and*
- d. *you notify us of the request within 8 weeks from the date the payment was made; and*

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

- **3. PayPal Mobile Text to Buy**

Section 3.13 PayPal Mobile Text to Buy has been deleted as the service is no longer being offered by PayPal.

- **4. Faster Payments**

PayPal is pleased to confirm that users with UK bank accounts will be able to use the Faster Payments Service (subject to availability) to transfer funds between their bank accounts and PayPal accounts.

Section 3.7 has been updated to clarify the circumstances in which this functionality may be available for bank transfers to PayPal accounts.

Section 6.2 has been updated to confirm the circumstances in which the Faster Payments Service may be used to process withdrawals from users' PayPal accounts to their UK bank accounts. The amended section 6.2b now reads as follows:

*"Execution methods and timeframes.*

1. *General. Redemption transactions from your Payment Account will be executed within the timeframes set out in section 3.1.*
2. *Redemptions/withdrawals to UK bank accounts. We will use the Faster Payments Service to process a redemption/withdrawal Payment Order (pursuant to section 3.1) where:*
  - a. *the payment is made to your UK bank account in Pounds Sterling;*
  - b. *the receiving institution can receive the payment via the Faster Payments Service; and*
  - c. *the payment amount is within the limits stipulated by the Faster Payments Service from time to time.*

*Redemption/withdrawal payments using the Faster Payments Service could (but are not guaranteed to) be credited to your bank account within 2 hours."*

- **5. Fees**

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

**"Schedule 1. Table of Fees**

*Fees depend on whether you are making a Commercial Transaction, PayPal Business Payment or a Personal Transaction and whether that transaction is Cross Border or Domestic.*

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

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

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

*A "PayPal Business Payment" is a payment between UK Users (i) made through a third party's product or service and funded exclusively using either (or both) Balance or eCheque and (ii) for which the PayPal Business Payment Fee applies.*

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

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

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

**Personal Transactions**

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

**Domestic Personal Transactions**

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

**Cross Border Personal Transactions**

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

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

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

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

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

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

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



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

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

### Commercial Transactions

Activity	Fee										
<b>Sending (Buying)</b>	Free (when no currency conversion is involved)										
<b>Receiving Domestic payments (Selling)</b>	<p><b>UK and Relevant Country Standard rates:</b> 3.4% + Fixed Fee (see table below)</p> <p><b>Merchant rate</b> (Subject to application and pre-approval by PayPal. Evaluated on a case-by-case basis, including, without limitation on the following criteria: qualifying monthly sales volume, size of average shopping cart and an account in good standing. See "Merchant Rate" page):</p> <p><b>UK Merchant rates:</b> From 1.4% to 2.9% + Fixed Fee</p> <p><b>Relevant Country Merchant rates:</b> From 1.9% to 2.9% + Fixed Fee</p>										
<b>Receiving Cross Border payments (Selling)</b>	<p>The Fee for Receiving Domestic Commercial Transaction payments applies, with the percentage-based element of that fee increased by the percentage amount of the Cross Border Fee set out in the table below (depending on the sender's country).</p> <table border="1"> <thead> <tr> <th>Sender's country</th> <th>Cross Border Fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>0.4%</td> </tr> <tr> <td>Europe I/ US/ Canada**</td> <td>0.5%</td> </tr> <tr> <td>Europe II***</td> <td>1.0%</td> </tr> <tr> <td>Rest of World</td> <td>1.5%</td> </tr> </tbody> </table> <p>* Aland Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.</p> <p>** Austria, Belgium, Canada, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Isle of Man, Italy, Luxembourg, Malta, Monaco, Netherlands, Portugal, Montenegro, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State.</p> <p>*** Andorra, Albania, Bosnia &amp; Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.</p> <p><b>Note:</b> Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments for the purpose of applying Fees.</p>	Sender's country	Cross Border Fee	Northern Europe*	0.4%	Europe I/ US/ Canada**	0.5%	Europe II***	1.0%	Rest of World	1.5%
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Taiwan New Dollar:	10.00 TWD
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#### Additional Fees

Activity	Fee														
<b>Currency Conversion Fee</b>	<p><b>(I) For currency conversions of amounts in your PayPal account that do not form part of a specific transaction into or out of your account (e.g. converting your balance to another currency) and for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:</b></p> <p>2.5% above the wholesale exchange rate</p> <p><b>(II) For all other transactions involving a currency conversion:</b></p> <p><b>a. if you are (i) a User registered in a Relevant Country other than the UK and Ireland:</b></p> <p>4.0% above the wholesale exchange rate.</p> <p><b>b. if you are a User registered in the UK or Ireland:</b></p> <p>Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency <b>into which</b> the relevant amount is converted (please refer to the table below):</p> <table border="1"> <thead> <tr> <th>Currency and Code</th> <th>Currency Conversion Fee</th> </tr> </thead> <tbody> <tr><td>Argentine Peso (ARS):</td><td>4.0%</td></tr> <tr><td>Australian Dollar (AUD):</td><td>4.0%</td></tr> <tr><td>Brazilian Real (BRL):</td><td>4.0%</td></tr> <tr><td>Canadian Dollar (CAD):</td><td>3.0%</td></tr> <tr><td>Czech Koruna (CZK):</td><td>3.5%</td></tr> <tr><td>Danish Krone (DKK):</td><td>3.5%</td></tr> </tbody> </table>	Currency and Code	Currency Conversion Fee	Argentine Peso (ARS):	4.0%	Australian Dollar (AUD):	4.0%	Brazilian Real (BRL):	4.0%	Canadian Dollar (CAD):	3.0%	Czech Koruna (CZK):	3.5%	Danish Krone (DKK):	3.5%
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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%^
Singapore Dollar (SGD):	4.0%
Swedish Krona (SEK):	3.5%
Swiss Franc (CHF):	3.5%
Taiwan New Dollar (TWD):	4.0%
Thai Baht (THB):	4.0%
Turkish Lira (TRY):	3.5%
U.K. Pounds Sterling (GBP):	3.5%
U.S. Dollar (USD):	3.0%

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

#### Withdrawing your Balance

**UK Users:**  
Free

#### European country\* Users

**Withdrawal to a bank account (where available):**  
Free

**Withdrawal to a card (where available):**  
Gibraltar Users: 1.50 GIP  
Liechtenstein Users: 3.50 CHF  
Other European Country Users: 2 EUR

Withdrawal to a bank account or a card may not be possible in all countries.

Our optional alternative **CHAPS-based method of Pound Sterling withdrawal to UK users' banks** (for selected users only) may attract a charge of up to 5 GBP per Payment Order.

#### Chargeback Fee

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

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

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

Argentine Peso:	80.00 ARS
Australian Dollar:	22.00 AUD
Brazilian Real:	35.00 BRL
Canadian Dollar:	20.00 CAD
Czech Koruna:	400.00 CZK
Danish Krone:	120.00 DKK
Euro:	16 EUR
Hong Kong Dollar:	155.00 HKD
Hungarian Forint:	4325 HUF
Israeli Shekel:	75.00 ILS

Japanese Yen:	1,875 JPY
Malaysian Ringgit:	65.00 MYR
Mexican Peso:	250.00 MXN
New Zealand Dollar:	28.00 NZD
Norwegian Krone:	125.00 NOK
Philippine Peso:	900.00 PHP
Polish Zlotych:	65.00 PLN
Russian Ruble: ^	640.00 RUB ^
Singapore Dollar:	28.00 SGD
Swedish Krona:	150.00 SEK
Swiss Franc:	22.00 CHF
Taiwan New Dollar:	625.00 TWD
Thai Baht:	650.00 THB
Turkish Lira:	30.00 TRY
U.K. Pounds Sterling:	14.00 GBP
U.S. Dollar:	20.00 USD

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

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

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

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

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

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

2% of total payment amount

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

Argentine Peso:	25.00 ARS
Australian Dollar:	8.00 AUD
Brazilian Real:	12.00 BRL
Canadian Dollar:	7.00 CAD
Czech Koruna:	140.00 CZK
Danish Krone:	42.00 DKK
Euro:	6.00 EUR
Hong Kong Dollar:	55.00 HKD
Hungarian Forint:	1540 HUF
Israeli Shekel:	25.00 ILS
Japanese Yen:	600 JPY
Malaysian Ringgit:	25 MYR
Mexican Peso:	85.00 MXN
New Zealand Dollar:	10.00 NZD
Norwegian Krone:	45.00 NOK
Philippine Peso:	320.00 PHP
Polish Zlotych:	23.00 PLN
Russian Ruble: ^	240.00 RUB ^

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

<sup>^</sup> Subject to the commencement of PayPal's Russian Ruble service

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

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

<sup>^</sup> Subject to the commencement of PayPal's Russian Ruble service

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

**Credit Card and Debit Card Link and Confirmation Fee (verifying credit or debit card details).**

Depending on currency

In general, there is no fee to join PayPal.

Argentine Peso:	6.00 ARS
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However, some Users, in order to increase their sending limit or as PayPal may determine, may be charged a Credit Card and Debit Card Link and Confirmation Fee.

Australian Dollar:	2.00 AUD
Brazilian Real:	4.00 BRL
Canadian Dollar:	2.45 CAD
Czech Koruna:	50.00 CZK
Danish Krone:	12.50 DKK
Euro:	1.50 EUR
Hong Kong Dollar:	15.00 HKD
Hungarian Forint:	400 HUF
Israeli Shekel:	8.00 ILS
Japanese Yen:	200.00 JPY
Mexican Peso:	20.00 MXN
New Zealand Dollar:	3.00 NZD
Norwegian Krone:	15.00 NOK
Philippine Peso:	100.00 PHP
Polish Zlotych:	6.50 PLN
Russian Ruble: ^	60 RUB ^
Singapore Dollar:	3.00 SGD
Swedish Krone:	15.00 SEK
Swiss Franc:	3.00 CHF
Taiwan New Dollar:	70.00 TWD
Thai Baht:	70.00 THB
U.K. Pounds Sterling:	1.00 GBP
U.S. Dollar:	1.95 USD

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

This amount will be refunded when you successfully complete the credit card or debit card verification process.

#### Records Request Fee

10.00 GBP or 12.00 EUR (per item)

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

#### Bank Return Fee on Withdrawal

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

UK users: 0.50 GBP  
 Danish users: 22 DKK  
 Finnish users: 3 EUR  
 Irish users: 3 EUR  
 Swedish users: 28 SEK  
 Slovakian users: 3 EUR  
 Luxembourg users: 6 EUR  
 Czech Republic users: 200 CZK  
 Greek users: 3 EUR  
 Portuguese users: 3 EUR  
 Hungarian users: 1,500 HUF

#### Charity Pricing

Subject to application and pre-approval by PayPal

**UK Charity Domestic rate:** 1.4% + Fixed Fee per each payment transaction.

**Relevant Country Charity Domestic rate:** 1.9% + Fixed Fee per each payment transaction.

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD

Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Russian Ruble: ^	10.00 RUB ^
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

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

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

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

#### Receiving eCheques

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

Argentine Peso:	150.00 ARS
Australian Dollar:	50.00 AUD
Brazilian Real:	75.00 BRL
Canadian Dollar:	45.00 CAD
Czech Koruna:	850.00 CZK
Danish Krone:	250.00 DKK
Euro:	35.00 EUR
Hong Kong Dollar:	330.00 HKD
Hungarian Forint:	9250 HUF
Israeli Shekel:	160.00 ILS
Japanese Yen:	4000 JPY
Malaysian Ringgit	150.00 MYR
Mexican Peso:	540.00 MXN

New Zealand Dollar:	60.00 NZD
Norwegian Krone:	270.00 NOK
Philippine Peso:	1900.00 PHP
Polish Zlotych:	140.00 PLN
Russian Ruble: ^	1400.00 RUB ^
Singapore Dollar:	60.00 SGD
Swedish Krona:	320.00 SEK
Swiss Franc:	50.00 CHF
Taiwan New Dollar:	1350.00 TWD
Thai Baht:	1400.00 THB
Turkish Lira	80.00 TRY
U.K. Pounds Sterling:	30.00 GBP
U.S. Dollar:	45.00 USD

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

### Micropayments Pricing

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

Activity	Fee
<b>Domestic - Micropayments</b>	5% + Fixed Fee*
<b>Cross Border - Micropayments</b>	6% + Fixed Fee*

### Micropayments Fixed Fee\*

As per the Fixed Fee specified by the currency received.  
<https://micropayments.paypal-labs.com>

Argentine Peso:	0.15 ARS
Australian Dollar:	0.05 AUD
Brazilian Real:	0.10 BRL
Canadian Dollar:	0.05 CAD
Czech Koruna:	1.67 CZK
Danish Krone:	0.43 DKK
Euro:	0.05 EUR
Hong Kong Dollar:	0.39 HKD
Hungarian Forint:	15 HUF
Israeli Shekel:	0.20 ILS
Japanese Yen:	7 JPY
Malaysian Ringgit	0.20 MYR
Mexican Peso:	0.55 MXN
New Zealand Dollar:	0.08 NZD
Norwegian Krone:	0.47 NOK
Philippine Peso:	2.50 PHP
Polish Zlotych:	0.23 PLN
Russian Ruble: ^	2.00 RUB ^
Singapore Dollar:	0.08 SGD



Swedish Krona:	0.54 SEK
Swiss Franc:	0.09 CHF
Taiwan New Dollar:	2 TWD
Thai Baht:	1.80 THB
Turkish Lira:	0.08 TRY
U.K. Pounds Sterling:	0.05 GBP
U.S. Dollar:	0.05 USD

<sup>^</sup> Subject to the commencement of PayPal's Russian Ruble service

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

### PayPal Business Payment Fee

PayPal may apply the following fee to each PayPal Business Payment

Activity	PayPal Business Payment Fee
Sending or receiving	2.00 GBP per transaction in GBP
The PayPal Business Payment fee is paid by the recipient, unless it is disclosed to the sender before payment is sent that the sender must pay this fee.	0.50 USD per transaction in USD

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

## • 6. Currency Conversion

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

### " 8. Fees and Currency Conversion

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

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

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

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

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

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

## • 7. Seller Protection

Section 11 of the User Agreement has been amended to clarify that Seller Protection is only available for

physical, tangible goods and does not apply to transactions using Zong.

Section 11.6(a) now reads:

**“ 11.6 Eligibility Requirements**

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

a. You must meet all of these requirements to be covered:

\* The item purchased must be a physical, tangible good.”

Section 11.10 now reads:

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

- a. Intangible items, licenses for digital content, and services.
- b. Items that you deliver (or are picked up) in person.
- c. Transactions made through Zong, Website Payment Pro (PayPal Direct Payment and Virtual Terminal).
- d. Claims, Chargebacks and Reversals for Significantly Not as Described; and/ or claims filed directly with eBay.
- e. PayPal Business Payments.”

• **8. Buyer Protection**

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

Section 13.3(a) now reads:

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

a. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods. Payments for the following are not eligible for re-imbursalment under PayPal Buyer Protection:

1. intangible items
2. services
3. real estate (including, without limitation, residential property)
4. businesses
5. vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),
6. custom made items
7. travel tickets (including, without limitation, airline flight tickets)
8. items prohibited by the PayPal Acceptable Use Policy
9. items that violate eBay's Prohibited or Restricted Items Policy
10. licences
11. access to digital content
12. industrial machinery used in manufacturing
13. items equivalent to cash (including, without limitation, gift cards)
14. Items purchased using Zong, Website Payments Pro or Virtual Terminal
15. Personal Transaction payments”

• **9. Contact Us**

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

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

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

**1. Prohibited Activities**

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

## 2. Activities Requiring Pre-Approval

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

### Amendment to the PayPal Privacy Policy

Effective Date: Jun 12, 2012

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#### • 1. Required Information

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

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

#### • 2. Our Use of "Cookies"

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

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

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

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

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

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

##### Payment Processors

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

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

##### Credit Reference and Fraud Agencies

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

accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.

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

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

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

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

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

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

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

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

CIFAS (UK) and the CIFAS database

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

All account details and circumstances of the conduct of the account

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

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

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

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

Name, address, date of birth, email address

SCHUFA Holding AG (Germany)

To verify a customer's identity, carry out checks for the prevention and detection of crime including fraud and/or

Name, address, email address, date of birth, gender, bank account details.

	<i>money laundering including checks on the linkage of the customer and its bank account, determine creditworthiness of merchants, research and testing as to appropriateness of new products and services.</i>	
<i>CEG Creditreform Consumer GmbH (Germany)</i>	<i>To validate identity and address and retrieve contact phone numbers and addresses, determine creditworthiness of a user, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth.</i>
<i>Creditreform Berlin Wolfram KG (Germany)</i>	<i>To determine creditworthiness of a merchant.</i>	<i>Name, address, email-address.</i>
<i>Bürgerl Wirtschaftsinfos GmbH &amp; Co. KG (Germany)</i>	<i>To verify business identity of merchants and consumers, to validate address, research and testing as to appropriateness of new products and services.</i>	<i>All account information.</i>
<i>EOS Information Services GmbH (Germany)</i>	<i>To verify identity, to validate delivery and fraud risk in relation to users with a German PayPal account, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth</i>
<i>Global Data Corporation (USA)</i>	<i>To verify identity, carry out checks for the prevention and detection of crime including fraud, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, date of birth, telephone number, email address</i>
<i>RSA Security Inc. (USA) and RSA Security Ireland Limited (Ireland)</i>	<i>To verify identity.</i>	<i>All account information.</i>
<i>ID Checker.nl BV (Netherlands) (Ireland)</i>	<i>To verify identity; research and testing as to appropriateness of new products and services.</i>	<i>All account information and proof of identity.</i>
<i>Iovation Inc. (USA), ThreatMetrix Inc (USA)</i>	<i>To retrieve risk information regarding the IP and device from which you are accessing PayPal, research and testing as to appropriateness of new products and services.</i>	<i>IP and hardware information about the device (device ID)</i>
<i>TeleSign Corporation (USA)</i>	<i>To validate phone numbers, research and testing as to appropriateness of new products and services.</i>	<i>Telephone number</i>
<i>AddressDoctor GmbH (Germany), Deutsche Post Adress GmbH &amp; Co. KG (Germany)</i>	<i>To validate and re-structure address data into normalized format.</i>	<i>Address, email address</i>
<i>Deutsche Post Direkt GmbH (Germany), AZ Direct GmbH (Germany)</i>	<i>To validate and re-structure address data into normalized format and to verify name and address.</i>	<i>Name, address, email address</i>
<i>Easycash GmbH (Germany), Wirecard AG (Germany)</i>	<i>Check and provide the linkage between a customer and bank account or credit card, research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth, bank account details, credit / debit card information</i>
<i>Mitek Systems Inc. (USA)</i>	<i>To validate images of identity documents and research and testing as to appropriateness of new products and services.</i>	<i>Proof of identity, details of bank accounts and credit/debit card information</i>
<b>Financial Products</b>		
<i>United Kapital Limited (UK) and United Kapital Limited, LLC (USA)</i>	<i>To enable you (or the merchant with which you transact) to use products issued by United Kapital with PayPal.</i>	<i>Only for PayPal merchants applying for and using products issued by United Kapital Limited: Name, business name, address, date of birth, copies of identification documents, PayPal identification (merchant ID), email address, phone number, transaction information (including, without limitation,</i>

		<p>number of PayPal transactions and transaction volume with PayPal), length of time as a PayPal user and, as the case may be, termination of the PayPal account.</p> <p>For customers of those merchants: transaction information, name, email address, phone number, address and PayPal identification number.</p>
<b>Marketing and Public Relations</b>		
Eloqua Limited (Canada)	To develop, measure and execute marketing campaigns.	Name, business name, address and registration number of merchant, name, job title, email address, phone number of merchant's contact person, merchant web site URL, PayPal account number, third party applications used by the merchant.
Datacolor Dialog-Medien GmbH (Germany)	To assist in the execution of offline direct mail and marketing campaigns.	Name, email address, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used.
Daniel J Edelman Ltd (UK)	To answer media enquiries regarding customer queries.	Name, address, and all customer account information relevant to customer queries.
<b>Operational services</b>		
Arvato Infoscore GmbH (Germany),	To collect debt.	Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
ITELLIUM mobile Solutions GmbH (Germany)	Production of innovative payment methods (e.g. applications) and processing of payments through such innovative payment methods.	All account information.
Trustwave Holdings Inc. (USA)	To provide PCI compliance validation services for merchant accounts and merchant integrations.	Business name, address, account number, merchant type, compliance program used, PCI Level, PCI Status, PCI Expiry, name, email address, phone number of merchant's contact person
Zoot Enterprises, Inc. (USA)	To process technical applications and to provide a data gateway for account review and vetting purposes, and to exchange user information to contracted fraud and credit reference agencies.	All account information
Scorex (UK) Limited (UK)	To provide a technology solution to allow PayPal to process, send and receive credit information of users via its contracted credit reference agencies.	Name, address, email address, date of birth, length of time at address, phone number, legal form, length of time in business, company registration number, VAT number (if appropriate).
OXID eSales AG (Germany)	Services in connection the development and operation of a payment system for stationary trade (point of sale).	All account information and transaction information (as appropriate).
<b>Group companies</b>		
BillSAFE GmbH (Germany), Viva Group Inc. (USA)	To provide joint customers content and services (like registration, transactions and	All account information.

customer support), or to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications.

Furthermore we have made a change consequential to these disclosures in sub-paragraph d. of this section, and clarified that, where we explicitly state this in the table, we may share data with databases of payment processors and of credit reference and fraud agencies for the purposes of fraud prevention and, as applicable, to assess creditworthiness. Such databases may be accessed by third parties in accordance with the respective terms of those databases and the applicable data protection laws. The relevant part of sub-paragraph d. of this section therefore reads as following:

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

- **4. Other changes**

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

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

Effective Date: Mar 26, 2012

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

- **Please read this document.**

#### **If you entered into the Commercial Entity Agreements or the PayPal Website Payments Pro and Virtual Terminal Agreement before January 24, 2012:**

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

#### **If you entered into the Commercial Entity Agreements or the PayPal Website Payments Pro and Virtual Terminal Agreement on or after January 24, 2012:**

1. You are already bound by the amended agreements. You can read the full text of the amended Commercial Entity Agreements [here](#) and the amended PayPal Website Payments Pro and Virtual Terminal Agreement [here](#).

- **Amendment to the Commercial Entity Agreements**

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

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

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

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

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

### **Amendment to the PayPal Privacy Policy**

Effective Date: Jan 24, 2012

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

- Please read this document.

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

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

**It's safer**

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

**It's faster**

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

**It's easier**

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

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

- Amendment to the PayPal Privacy Policy

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

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

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

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

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

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

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

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

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

<b>Financial Products</b>		
<i>La Poste (France)</i>	<i>To resolve technical issues and user claims (when PayPal is being offered by the merchant through La Poste's payment solution)</i>	<i>Any Account information necessary to resolve the issue or claim</i>
<i>Findomestic Banca (Italy)</i>	<i>Registration of the credit card issued by the credit company on the user's PayPal account and the processing of funding requests made by the same user.</i>	<i>Name, email address, date of birth (as the case may be), credit card number; expiry date, three digit Card Security Code (as the case may be) and amount of the funding request and any account information necessary for fraud or dispute resolution.</i>
<i>United Kapital Limited (UK)</i>	<i>To enable you to use products issued by United Kapital Limited with PayPal.</i>	<i>Only for PayPal merchants applying for products issued by United Kapital Limited: Name, business name, address, date of birth, copies of identification documents, PayPal identification (merchant ID), email address, phone number, transaction information (including, without limitation, number of PayPal transactions and transaction</i>



		<i>volume with PayPal), length of time as a PayPal user and, as the case may be, termination of the PayPal account.</i>
<b>Marketing and Public Relations</b>		
<i>Ipsos Mori UK Limited (UK), Ipsos GmbH (Germany), Ipsos SAS (France) and FactWorks GmbH (Germany)</i>	<i>To conduct customer service and marketing surveys.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>Text 100 SARL (France), Text 100 BV (Netherlands), Text 100 AB (Sweden), Text 100 Srl (Italy) and Text 100(Denmark)</i>	<i>To answer media enquiries regarding customer queries.</i>	<i>Name, address, and all customer account information relevant to customer queries.</i>
<i>1000Mercis SA (France) and 1000Mercis Ltd (UK)</i>	<i>To store user data to conduct marketing campaigns on behalf of PayPal.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>A McLay &amp; Company Limited (UK), TNT Post Italia (Italy) and MEILLERGHF GmbH</i>	<i>To assist in the execution of offline direct mail and marketing campaigns.</i>	<i>Name, address, email address, business name, domain name, account status, account preferences, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
<i>Acxiom France SAS (France), Acxiom Ltd (UK) and Acxiom GmbH (Germany)</i>	<i>To collect additional user information and better target marketing campaigns.</i>	<i>Name, address, email address and phone number.</i>
<i>b2s (France)</i>	<i>To store merchants' contact information for marketing communications to those merchants.</i>	<i>Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.</i>
<i>Criteo SA (France)</i>	<i>To execute retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.</i>	<i>Name, email address and phone number.</i>
<i>Heaven SAS (France)</i>	<i>To execute marketing campaigns for merchants.</i>	<i>Name of merchant, merchant website URL, description of item purchased and price of item.</i>
<i>Sotiaf Telematiques Associes SAS (France)</i>	<i>To store user data for marketing campaigns and to execute direct marketing campaigns.</i>	<i>Name, email address and phone number.</i>
<i>2engage (Germany) and Quo Vadis (Germany)</i>	<i>To conduct market surveys.</i>	<i>Name, company name, address, telephone number, domain name, e-mail address, type and nature of use of PayPal services, market segment and generalised categorisation of company size and information on participation in earlier surveys.</i>
<i>Facebook, Inc (USA) and Facebook Ireland Limited (Ireland)</i>	<i>To allow PayPal to facilitate the sharing by a PayPal user of transaction details that relate to a purchase made by that PayPal user with users of the Facebook platform (only when initiated by that PayPal user).</i>	<i>Name of merchant, merchant website URL, description of item purchased and price of item.</i>
<i>SurveyMonkey Spain, Sucursal em Portugal (Portugal) and SurveyMonkey.com, LLC (USA)</i>	<i>To assist in carrying out user surveys.</i>	<i>Name, email address and details of customer campaign interaction.</i>
<i>Azionare GmbH (Germany)</i>	<i>To distribute prizes in prize promotions on Facebook.</i>	<i>Name and email address.</i>
<b>Operational services</b>		
<i>e-Dialog, Inc.</i>	<i>To fulfil email operations</i>	<i>Name, address, email address, business</i>

	<i>in respect of the PayPal services (including, but not limited to, operations, customer services, collections, marketing programmes and promotions).</i>	<i>name, business contact details, domain name, account status, account type, account preferences, type and nature of the PayPal services offered or used, and relevant transaction and account information.</i>
<i>ITELLIUMmobile Solutions GmbH</i>	<i>To assist in the production of innovative payment methods (e.g. applications).</i>	<i>All account information.</i>
<b>Group companies</b>		
<i>StubHub Europe S.á.r.l. (Luxembourg), StubHub Services S.á.r.l. (Luxembourg), GSI Commerce, Inc. (USA), e-Dialog, Inc. (USA) and Zong Inc.(USA).</i>	<i>To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal).</i>	<i>All account information.</i>

### 3. Other changes

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

## Amendment to the PayPal User Agreement and Privacy Policy

Effective Date: Sep 07, 2011

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

- **Please read this document.**

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

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

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

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

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

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

- **Amendment to the PayPal User Agreement**

### 1. Preamble

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

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

### 2. Eligibility

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

heading):

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

### 3. Funding Source Limitations

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

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

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

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

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

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

...

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

- a. the applicable amount exceeded the amount you could have reasonably been expected to make, taking into account your previous spending patterns and the circumstances of the case; or
  - b. where your consent to the making of the Recurring Payment was not given as set out in section 3.1(e), the information relating to the Recurring Payment was not provided or made available to you for at least 4 weeks before the date the payment transaction was made to the merchant;
- and
- c. you notify us of the request within 8 weeks from the date the payment was made; and
  - d. you comply with our requests to obtain information which we reasonably require to review the circumstances of the case.”

### 5. Lifting your receiving limit

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

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

### 6. Withdrawal/Redemption Limits

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

**“6.2**

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

### 7. Unclaimed Balances

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

7.3 now reads:

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

## 8. PayPal Business Payments

To provide for PayPal Business Payments in the UK, the User Agreement is changing as follows:

- a. The pre-amble for section 8 is amended to contain the definition of PayPal Business Payments, which reads as follows:

“A **“PayPal Business Payment”** is a payment between UK Users (i) made through a third party's product or service and funded exclusively using either (or both) Balance or eCheque and (ii) for which the PayPal Business Payment Fee applies.”

- b. Section 8 is further amended with the fee details for PayPal Business Payments (see paragraph [9] below for more details);
- c. A new section 4.9 is inserted to outline the restrictions for merchants that offer PayPal Business Payments in a payment flow. It reads as follows:

**“4.9 PayPal Business Payments.** If you offer PayPal Business Payments in a payment flow, you shall not offer any other PayPal-branded payment option in the same flow, unless otherwise agreed with PayPal.”

- d. A new section 11.10e is inserted to clarify that PayPal Business Payments are not eligible for PayPal seller protection. Section 11.10e reads as follows (presented in context with its root clause):

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

...

e. PayPal Business Payments.”

## 9. Fees

Section 8 is amended in the following ways:

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

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

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

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

The relevant part of section 8 now reads as follows:

#### “ Personal Transactions

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

##### Domestic Personal Transactions

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

##### Cross Border Personal Transactions

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

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

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

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

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

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

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

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

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

### Commercial Transactions

Activity	Fee										
<b>Sending (Buying)</b>	Free (when no currency conversion is involved)										
<b>Receiving Domestic payments (Selling)</b>	<p><b>UK and Relevant Country Standard rates:</b> 3.4% + Fixed Fee (see table below)</p> <p><b>Merchant rate</b> (requires one-time application, qualifying monthly sales volume, and account in good standing, see "Merchant Rate" page):</p> <p><b>UK Merchant rates:</b> From 1.4% to 2.9% + Fixed Fee</p> <p><b>Relevant Country Merchant rates:</b> From 1.9% to 2.9% + Fixed Fee</p> <p><b>Luxembourg Merchant rates:</b> From 1.5% to 2.9% + Fixed Fee</p>										
<b>Receiving Cross Border payments (Selling)</b>	<p>The Fee for Receiving Domestic Commercial Transaction payments applies, with the percentage-based element of that fee increased by the percentage amount of the Cross Border Fee set out in the table below (depending on the sender's country).</p> <table border="1"> <thead> <tr> <th>Sender's country</th> <th>Cross Border Fee</th> </tr> </thead> <tbody> <tr> <td>Northern Europe*</td> <td>0.4%</td> </tr> <tr> <td>Europe I/ US/ Canada**</td> <td>0.5%</td> </tr> <tr> <td>Europe II***</td> <td>1.0%</td> </tr> <tr> <td>Rest of World</td> <td>1.5%</td> </tr> </tbody> </table> <p>* Aland Islands, Denmark, Faroe Islands, Finland, Greenland, Iceland, Norway, Sweden.</p> <p>** Austria, Belgium, Canada, Channel Islands, Cyprus, Estonia, France (including French Guiana, Guadeloupe, Martinique, Reunion and Mayotte), Germany, Gibraltar, Greece, Ireland, Isle of Man, Italy, Luxembourg, Malta, Monaco, Netherlands, Portugal, Montenegro, San Marino, Slovakia, Slovenia, Spain, United Kingdom, United States, Vatican City State.</p> <p>*** Andorra, Albania, Bosnia &amp; Herzegovina, Bulgaria, Croatia, Czech Republic, Hungary, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Poland, Romania, Russian Federation, Serbia, Switzerland, Turkey, Ukraine.</p> <p><b>Note:</b> Cross Border Euro or Swedish Krona payments made between Accounts registered in the European Union or EEA will be treated as Domestic Commercial Transaction payments for the purpose of applying Fees.</p>	Sender's country	Cross Border Fee	Northern Europe*	0.4%	Europe I/ US/ Canada**	0.5%	Europe II***	1.0%	Rest of World	1.5%
Sender's country	Cross Border Fee										
Northern Europe*	0.4%										
Europe I/ US/ Canada**	0.5%										
Europe II***	1.0%										
Rest of World	1.5%										
<b>Fixed Fee</b>	The Fixed Fee for Commercial Transactions is based on the currency received as										

follows:

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

#### Additional Fees

Activity	Fee				
<p><b>Currency Conversion Fee</b></p> <p>If your transaction involves a currency conversion, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions. The exchange rate is adjusted regularly and may be applied immediately and without notice to you. This exchange rate includes a processing fee expressed as a certain percentage above the wholesale exchange rate at which PayPal obtains foreign currency, and the processing fee is retained by PayPal.</p> <p>The "Currency Converter" tool can be accessed through your Account and used to see what exchange rates apply at any given time.</p>	<p><b>For currency conversions of amounts in your PayPal account that do not form part of a specific transaction into or out of your account (e.g. converting your balance to another currency) and for transactions involving a currency conversion for which the seller has agreed to bear the conversion fee:</b></p> <p>2.5% above the wholesale exchange rate</p> <p><b>For all other transactions involving a currency conversion:</b></p> <p>Between 3.0% and 4.0% above the wholesale exchange rate depending on the currency <b>into which</b> the relevant amount is converted (please refer to the table below)</p> <table border="1"> <thead> <tr> <th>Currency and Code</th> <th>Currency Conversion Fee</th> </tr> </thead> <tbody> <tr> <td>Argentine Peso (ARS):</td> <td>4.0%</td> </tr> </tbody> </table>	Currency and Code	Currency Conversion Fee	Argentine Peso (ARS):	4.0%
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%
Singapore Dollar (SGD):	4.0%
Swedish Krona (SEK):	3.5%
Swiss Franc (CHF):	3.5%
Taiwan New Dollar (TWD):	4.0%
Thai Baht (THB):	4.0%
Turkish Lira (TRY):	3.5%
U.K. Pounds Sterling (GBP):	3.5%
U.S. Dollar (USD):	3.0%

**Withdrawing your Balance****UK Users:**

Free

**European country\* Users****Withdrawal to a bank account (where available):**

Free

**Withdrawal to a card (where available):**

Gibraltar Users: 1.50 GIP

Liechtenstein Users: 3.50 CHF

Other European Country Users: 2 EUR

Withdrawal to a bank account or a card may not be possible in all countries.



**Quick Draw (Pound Sterling withdrawal to your bank only):**  
5 GBP per Payment Order

**Chargeback Fee**

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

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

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

Argentine Peso:	70.00 ARS
Australian Dollar:	22.00 AUD
Brazilian Real:	35.00 BRL
Canadian Dollar:	20.00 CAD
Czech Koruna:	400.00 CZK
Danish Krone:	120.00 DKK
Euro:	16 EUR
Hong Kong Dollar:	155.00 HKD
Hungarian Forint:	4325 HUF
Israeli Shekel:	75.00 ILS
Japanese Yen:	1,875 JPY
Malaysian Ringgit:	65.00 MYR
Mexican Peso:	250.00 MXN
New Zealand Dollar:	28.00 NZD
Norwegian Krone:	125.00 NOK
Philippine Peso:	900.00 PHP
Polish Zlotych:	65.00 PLN
Singapore Dollar:	28.00 SGD
Swedish Krona:	150.00 SEK
Swiss Franc:	22.00 CHF
Taiwan New Dollar:	625.00 TWD
Thai Baht:	650.00 THB
Turkish Lira:	30.00 TRY
U.K. Pounds Sterling:	14.00 GBP
U.S. Dollar:	20.00 USD

**Commercial Transaction Refund Fee**

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

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

Your Account will be charged with the amount initially credited to your Account in connection with the

Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee.

**Sending Payments through PayPal Mass Payments**

2% of total payment amount

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

Argentine Peso:	25.00 ARS
Australian Dollar:	8.00 AUD
Brazilian Real:	12.00 BRL
Canadian Dollar:	7.00 CAD
Czech Koruna:	140.00 CZK
Danish Krone:	42.00 DKK
Euro:	6.00 EUR
Hong Kong Dollar:	55.00 HKD
Hungarian Forint:	1540 HUF
Israeli Shekel:	25.00 ILS
Japanese Yen:	600 JPY
Malaysian Ringgit:	25 MYR
Mexican Peso:	85.00 MXN
New Zealand Dollar:	10.00 NZD
Norwegian Krone:	45.00 NOK
Philippine Peso:	320.00 PHP
Polish Zlotych:	23.00 PLN
Singapore Dollar:	10.00 SGD
Swedish Krona:	50.00 SEK
Swiss Franc:	8.00 CHF
Taiwan New Dollar:	220.00 TWD
Thai Baht:	230.00 THB
Turkish Lira:	12 TRY
U.K. Pounds Sterling:	5.00 GBP
U.S. Dollar:	7.00 USD

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

Argentine Peso:	150.00 ARS
Australian Dollar:	50.00 AUD
Brazilian Real:	75.00 BRL
Canadian Dollar:	45.00 CAD
Czech Koruna:	850.00

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

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

**Credit Card and Debit Card Link and Confirmation Fee (verifying credit or debit card details).**

In general, there is no fee to join PayPal. However, some Users, in order to increase their sending limit or as PayPal may determine, may be charged a Credit Card and Debit Card Link and Confirmation Fee.

Depending on currency

1.00 GBP, 1.50 EUR, 1.95 USD, 2.45 CAD, 200 JPY, 2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 400 HUF, 50.00 CZK, 3.00 SGD, 15.00 HKD, 3.00 NZD, 70.00 TWD, 70.00 THB, 100.00 PHP, 4.00 BRL, 6.00 ARS, 20.00 MXN or 8.00 ILS.

This amount will be refunded when you successfully complete the credit card or debit card verification process.

**Records Request Fee**

10.00 GBP or 12.00 EUR (per item)

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

**Bank Return Fee on Withdrawal**

This amount is charged when a withdrawal is attempted by a User and it fails because incorrect bank account

UK users: 0.50 GBP  
Danish users: 22 DKK  
Finnish users: 3 EUR  
Irish users: 3 EUR

information or delivery information is provided.

Swedish users: 28 SEK  
 Slovakia users: 3 EUR  
 Luxembourg users: 6 EUR  
 Czech Republic users: 200 CZK  
 Greek users: 3 EUR  
 Portuguese users: 3 EUR  
 Hungarian users: 1,500 HUF

### UK Charity Pricing

Subject to application and pre-approval by PayPal

Domestic rate: 1.4% + Fixed Fee per each payment transaction.

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

Argentine Peso:	2.00 ARS
Australian Dollar:	0.30 AUD
Brazilian Real:	0.40 BRL
Canadian Dollar:	0.30 CAD
Czech Koruna:	10.00 CZK
Danish Krone:	2.60 DKK
Euro:	0.35 EUR
Hong Kong Dollar:	2.35 HKD
Hungarian Forint:	90 HUF
Israeli Shekel:	1.20 ILS
Japanese Yen:	40 JPY
Malaysian Ringgit:	2 MYR
Mexican Peso:	4.00 MXN
New Zealand Dollar:	0.45 NZD
Norwegian Krone:	2.80 NOK
Philippine Peso:	15.00 PHP
Polish Zlotych:	1.35 PLN
Singapore Dollar:	0.50 SGD
Swedish Krona:	3.25 SEK
Swiss Franc:	0.55 CHF
Taiwan New Dollar:	10.00 TWD
Thai Baht:	11.00 THB
Turkish Lira:	0.45 TRY
U.K. Pounds Sterling:	0.20 GBP
U.S. Dollar:	0.30 USD

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

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

<b>Receiving eCheques</b>	A maximum fee cap per eCheque payment applies as follows:  30.00 GBP (or transaction currency equivalent)
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### Micropayments Pricing

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

Activity	Fee
<b>Domestic - Micropayments</b>	5% + Fixed Fee*
<b>Cross Border - Micropayments</b>	6% + Fixed Fee*

### Micropayments Fixed Fee\*

As per the Fixed Fee specified by the currency received.  
<https://micropayments.paypal-labs.com>

Argentine Peso:	0.15 ARS
Australian Dollar:	0.05 AUD
Brazilian Real:	0.10 BRL
Canadian Dollar:	0.05 CAD
Czech Koruna:	1.67 CZK
Danish Krone:	0.43 DKK
Euro:	0.05 EUR
Hong Kong Dollar:	0.39 HKD
Hungarian Forint:	15.00 HUF
Israeli Shekel:	0.20 ILS
Japanese Yen:	7.00 JPY
Malaysian Ringgit	0.20 MYR
Mexican Peso:	0.55 MXN
New Zealand Dollar:	0.08 NZD
Norwegian Krone:	0.47 NOK
Philippine Peso:	2.50 PHP
Polish Zlotych:	0.23 PLN
Singapore Dollar:	0.08 SGD
Swedish Krona:	0.54 SEK
Swiss Franc:	0.09 CHF
Taiwan New Dollar:	2.00 TWD
Thai Baht:	1.80 THB
Turkish Lira:	0.08 TRY
U.K. Pounds Sterling:	0.05 GBP
U.S. Dollar:	0.05 USD

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

### PayPal Business Payment Fee

PayPal may apply the following fee to each PayPal Business Payment

Activity	PayPal Business Payment Fee
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**Sending or receiving**

The PayPal Business Payment fee is paid by the recipient, unless it is disclosed to the sender before payment is sent that the sender must pay this fee.

2.00 GBP per transaction in GBP

0.50 USD per transaction in USD

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

**10. Restricted Activities**

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

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

...

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

...

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

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

...

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

..."

**11. Your Liability**

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

**"10.2 Actions by PayPal.** If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect PayPal, eBay, a User, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

...

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

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

**12. Other changes**

The following sections of the User Agreement have been amended to clarify existing wording and correct typographical errors: **the part of the preamble labelled "Important", 2.3b, 3.2, 3.3a, 3.4, 8, 11, 13 and 15.**

- **Amendment to the PayPal Privacy Policy**

**1. Notification of Changes**

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

*"This Privacy Policy may be revised over time as new features are added to the PayPal Services or as we incorporate suggestions from our customers. We may amend this Privacy Policy at any time by*

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

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

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

## 2. Information About You From Third Parties

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

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

## 3. Internal Uses

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

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

1. *deliver targeted marketing and advertising, service updates, and promotional offers based on the communications preferences you have defined for your PayPal account (please refer to the section "Our Contacts with PayPal Customers" below) and your activities when using the PayPal Services;..."*

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

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

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

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

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

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

### **Customer Service Outsourcing**

Transcom Worldwide France SAS (France), Transcom Worldwide SpA (Italy) and Arvato Direct Services GmbH (Germany)	To allow telephone and e-mail customer support services	Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.
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<b>Credit Reference and Fraud Agencies</b>		
Zoot Enterprises, Inc. (USA)	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
Axiom Ltd (UK), Axiom Deutschland GmbH (Germany) and Axiom France SAS (France)	To verify identity	Name, address, telephone number, email address and date of birth.
Creditinfo Decision (Czech Republic), DecisionMetrics Limited (UK)	To assist with PayPal's assessment of merchant risk.	All merchant account information
<b>Financial Products</b>		
Total System Services, Inc. (USA)	To provide account/card processing services, call centre services, card printing, and statement printing services	Name, address, e-mail address, date of birth (as the case may be), credit card number; expiry date, 3 digit Card Security Code (as the case may be), amounts of funding requests, and any account information necessary for fraud or dispute resolution.
<b>Operational services</b>		
Akami Technologies Inc. (US)	To deliver PayPal page content from local servers to users.	User IP address and cookies
<b>Group companies</b>		
eBay Services S.á r.l. (Luxembourg)	To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information

## Amendment to the PayPal User Agreement and Privacy Policy

Effective Date: Nov 01, 2010

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

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

### **It's safer**

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

### **It's faster**

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



**It's easier**

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

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

- **Amendment to the PayPal User Agreement**

1. **Fees**

Section 8 has been amended in the following ways:

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

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

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

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

Fee for payment fully funded by: - PayPal Balance - Bank	Fee for payment fully or partially funded by: - Debit card and/or - Credit Card
<b>Important: this fee is based on the country of the recipient's registered PayPal Account.</b>	<b>Important: this fee is based on the country of the recipient's registered PayPal Account.</b>
Recipient's Country:	Recipient's Country:
UK: 0.5%	UK: 3.9% + Fixed Fee (see table below)
Poland: 1% + 0.55 PLN	*Other European Countries: 3.9% + Fixed Fee
*Other European Countries: 0.5%	Australia: 3.4% + Fixed Fee
Australia: 1%	Brazil 4.9% + Fixed Fee
Brazil: 1%	Canada: 3.9% + Fixed Fee
Canada: 1%	China: 3.9% + Fixed Fee
China: 0.5%	Germany: 3.9% + Fixed Fee
Germany: 2%	Hong Kong: 3.9% + Fixed Fee
Hong Kong: 0.5%	Singapore: 3.9% + Fixed Fee
Singapore: 0.5%	Taiwan: 3.9% + Fixed Fee
Taiwan: 0.5%	U.S.: 3.9% + Fixed Fee
U.S.: 1%	Elsewhere: 3.9% + Fixed Fee
Elsewhere: 0.5%	<b>Note:</b> Cross border Euro payments made between Accounts registered in the European Union or EEA will receive a half percentage point reduction in the variable amount of the cross border fee.
<b>Note:</b> This fee will not be charged if a Euro payment is made between Accounts registered in the European Union or EEA	

- c. to update the Currency Conversion Fee for payments sent from Danish registered Users to Users registered in Hong Kong and China. The relevant part of the Currency Conversion Fee table now reads as follows:

Activity	Fee
Currency Conversion Fee	<b>For a payment sent from a Danish registered User to a</b>
If your transaction involves a currency conversion, it will be	

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

**User registered in Hong Kong or China (only where such Currency Conversion Fee is payable by the Danish registered User):**

3.5% above the wholesale exchange rate

**For all other transactions involving a currency conversion:**

2.5% above the wholesale exchange rate

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

## 2. PayPal Buyer Protection

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

1. clarify the eligibility requirements for reimbursement under the PayPal Buyer Protection programme at Section 13.3a. The clarifications mean that (subject to further eligibility requirements of Section 13):
  1. classified listings are no longer excluded from eligibility for PayPal Buyer Protection;
  2. for the avoidance of doubt, the following items are excluded from eligibility for reimbursement under the PayPal Buyer Protection programme:
    1. industrial machinery used in manufacturing."

The amended parts of section 13.3a now read as follows (presented in context with their root clause):

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

...

a. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods that can be posted. Payments for the following are not eligible for re-imbusement under PayPal Buyer Protection:

...

1. industrial machinery used in manufacturing.

..."

2. now enable not only UK Users but also non-UK Users whose accounts are governed by this particular version of the PayPal User Agreement, to be eligible for reimbursement for Claims in respect of "Significantly Not As Described" items purchased with PayPal outside of eBay. Section 13.7a has been deleted.
3. clarify that a seller will be liable to PayPal if that seller loses a Claim from a buyer with a PayPal account registered anywhere in the world. The relevant part of section 13.7 now reads as follows:

"**Sellers:** As a seller you are liable to PayPal if you lose a Claim from a buyer with a PayPal account registered anywhere in the world. This includes, without limitation, where you sell to a buyer who is a Full Programme User and the buyer files a SNAD Claim, in which case 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. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed)."

## 3. Access to and provision of our Services

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

"**14.6 No Warranty.** We provide the Services to you subject to your statutory rights but otherwise provided without any warranty or condition, express or implied, except as specifically stated in this Agreement. PayPal does not have any control over the products or services that are paid for with our Service and PayPal cannot ensure that a buyer or a seller you are dealing with will actually complete the transaction or is authorised to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of our Service. We shall not be liable for any delay in the failure in our

provision of the Services under this Agreement. You acknowledge your access to the website(s) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and debit and credit cards are processed in a timely manner. We make every effort to ensure that the information contained in our correspondence, reports, on the website(s) and given verbally by our directors, officers and staff is accurate to the best of our belief at the time the information is provided. However, we cannot guarantee the accuracy of all such information in all circumstances and contexts, and no reliance should be placed on such information by you. **You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.**"

- **Amendment to the PayPal Privacy Policy**

1. **Notification of Changes**

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

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

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

2. **Binding Corporate Rules**

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

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

3. **Information About You From Third Parties**

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

4. **Our Use of "Cookies"**

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

"  
...

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

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

5. **Internal Uses**

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

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

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

6. *compare information for accuracy, and verify it with third parties.*"

## 6. Marketing

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

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

## 7. Disclosure to Other PayPal Customers

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

"If you are a registered PayPal user, your name, e-mail address, Skype ID (if applicable), phone number (if applicable) date of sign-up, the number of payments you have received from verified PayPal users, and whether you have been verified to have control of a bank account are made available to other PayPal customers whom you have paid or who are attempting to pay you through PayPal. If you are a Business account holder, we will also display to other PayPal customers the Web site address (URL) and customer service contact information that you provide us. In addition, this and other information may also be shared with third parties when you use these third parties to access the PayPal Services. However, your credit card number, bank account and other financial information will not be revealed to anyone whom you have paid or who has paid you through PayPal or third parties that use PayPal Services, except with your express permission or if we are required to do so pursuant to credit card rules, a court order or other legal process. If you are buying goods or services and pay through PayPal, we may provide the seller with the shipping address for the goods and your billing address to complete your transaction with the seller. If an attempt to pay your seller fails, or is later invalidated, we may also provide your seller with details of the unsuccessful payment. To facilitate dispute resolutions, we may provide a buyer with the seller's address so that goods can be returned to the seller.

We work with third parties, including merchants to enable them to accept or facilitate payments from or to you using PayPal. In doing so, a third party may share information about you with us such as your email address or mobile number, when a payment is sent to you or when you are attempting to pay that merchant or through that third party. We use this information to confirm that you are a PayPal customer and that PayPal can be enabled as a form of payment, or, where a payment is sent to you, to send you a notification that you have received a payment. Also, if you request that we validate your status as a PayPal customer with a third party, we will do so. Please note that merchants you buy from and contract with have their privacy policies, and PayPal may not be held responsible for their operations, including, but not limited to, their information practices. By accepting this Privacy Policy, you expressly agree that each time you pay or attempt to pay another PayPal customer or a third party merchant by using your PayPal account, PayPal may then transfer the aforementioned relevant data to the other PayPal customer or to the third party merchant, who may be located outside the European Union, in order to process, execute or otherwise deal and provide information about the payment.

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

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

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

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

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

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

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

### Customer Service Outsourcing

Convergys Customer Management Group Inc. (UK)	To allow telephone and e-mail customer support services	Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates,
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		type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.
<b>Credit Reference and Fraud Agencies</b>		
Equifax Plc (UK), CRIBIS D&B S.r.l. (Italy).	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate).
Bürger Wirtschaftsinformationen GmbH & Co. KG (Germany)	To verify identity	All account information
<b>Financial Products</b>		
PrePay Technologies Limited (trading as PrePay Solutions) (UK)	To conduct joint marketing campaigns for PayPal pre-paid card, risk and fraud modelling, enforce terms and conditions for PayPal prepaid card	Name, address, e-mail, date of birth and account information
<b>Commercial Partnerships</b>		
Trustwave (US)	To provide customised services and assistance to Merchants using PayPal, to facilitate the process of becoming PCI DSS compliant.	Name, e-mail address and PayPal account number
<b>Marketing and public relations</b>		
Northstar Research Partners (USA)	To conduct customer service surveys	Name, e-mail address, type of account, type and nature of PayPal services offered or used and relevant transaction information.
Text 100 AB (Sweden)	To answer media enquiries regarding customer queries	Name, address, all customer account information relevant to customer queries
Satmetrix Systems, Inc. (USA)	To conduct customer service surveys	Name, e-mail address, type of account, type and nature of PayPal services offered or used and relevant transaction information.
Axiom France (France)	To collect additional user information and better target marketing campaigns	Name, e-mail, address and phone number.
Adelanto (France)	To execute marketing campaigns for merchants	Name of the merchant, name of the contact person, e-mail, address, merchant website URL, type and nature of PayPal services offered or used.
Consultix (France and Spain) and Quadro Srl (Italy)	To host information provided by merchants and display part of this information on the pages of the PayPal website listing websites accepting PayPal and proposing special offers to PayPal users.	All information provided by merchants in connection with their use of these pages of the PayPal website (including in particular name of the merchant, name of the contact, email, logo and information relating to the promotion(s) offered to PayPal users).
<b>Operational services</b>		
Blue Media S.A. (Poland)	To verify identity and ensure that a user is a PayPal account holder. To process instant funding requests made by a user through the Blue Media services.	Name, e-mail address.

Consultix GmbH  
(Germany)

To assist in the creation of PayPal Business Accounts for merchants onboarding through their bank's payment gateway

All information provided by the merchant (directly or via his bank) for the purpose of creating his PayPal business account (including without limitation email address, address, business name, business contact details and bank account details)

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

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

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

Users who entered into the PayPal Commercial Entity Agreements on or after 13 July 2010 are already bound by the amended agreements. You can read the full text of the amended PayPal Commercial Entity Agreements [here](#).

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

This amendment only applies to Users who entered into the PayPal Website Payments Pro and Virtual Terminal Agreement before 10 August 2010 and is effective on the Effective Date.

The PayPal Website Payments Pro and Virtual Terminal Agreement has been amended to reflect the changes made to the schedule that contains (and incorporates by reference) the PayPal Commercial Entity Agreements. PayPal is not a party to the PayPal Commercial Entity Agreements.

Users who entered into the PayPal Website Payments Pro and Virtual Terminal Agreement on or after 10 August 2010 are already bound by the amended agreement. You can read the full text of the amended PayPal Website Payments Pro and Virtual Terminal Agreement [here](#).

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

Effective Date: Jun 01, 2010

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- **Please read this document.**

You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Date. Should you decide you do not wish to accept them you can notify us before the Effective Date to [close your account](#) immediately without incurring any additional charges.

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

**It's safer**

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

**It's faster**

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

**It's easier**

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

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

- **Amendment to the PayPal User Agreement**

1. **Fees**

Section 8 is being amended to clarify that you cannot send personal transaction payments to Indian registered Accounts.

The second paragraph of section 8 has been amended to now read as follows:

"Please also note that:

- a. you cannot send money for a PayPal personal transaction from some countries, including Germany or China; and
- b. you cannot send personal transaction payments to Indian registered Accounts."

2. **Restricted Activities**

A new Section 9.1.ff is being added to make it a restricted activity to request or send personal transaction payments for commercial transactions. Section 9.1ff will read as follows (presented in context with its root clauses):

"9.1 Restricted Activities. In connection with your use of our website, your Account, or the Services, or in

the course of your interactions with PayPal, a User or a third party, you will not:

ff. Request or send a personal transaction payment for a commercial transaction.”

### 3. PayPal Buyer Protection

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

- consolidate the PayPal protections for buyers into one PayPal Buyer Protection programme (covering buyer protection both ‘on’ and ‘off’ eBay);
- clarify the eligibility requirements for protection under the PayPal Buyer Protection programme; and
- enable UK registered users to also be eligible for reimbursement for Claims in respect of “Significantly Not As Described” items purchased with PayPal outside of eBay.

Please note that non-UK registered users are not eligible for reimbursement under the PayPal Buyer Protection programme for Claims in respect of “Significantly Not As Described” items purchased with PayPal outside of eBay.

Section 13 will read as follows:

#### “13. PayPal Buyer Protection

*If you are not a registered UK Account holder, please see section 13.7 on how PayPal Buyer Protection applies to you.*

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

- a. PayPal Buyer Protection helps you with either of these problems:
  - i. You did not receive the item you paid for with PayPal – “Item Not Received” (“INR”).
  - ii. You received an item you paid for with PayPal but it is “Significantly Not as Described” (“SNAD”). Further information on what we mean by “SNAD” is set out in section 13.9.
- b. If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre at <https://www.paypal.co.uk/security>

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

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

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

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

- a. PayPal Buyer Protection only applies to PayPal payments for certain tangible, physical goods that can be posted. Payments for the following are not eligible for re-imbusement under PayPal Buyer Protection:
  - intangible items
  - services
  - real estate (including, without limitation, residential property)
  - businesses
  - vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),
  - custom made items
  - travel tickets (including, without limitation, airline flight tickets)
  - classified advertisements/eBay classified type listings (however, Marktplaats listings are eligible in accordance with their terms)
  - items prohibited by the PayPal Acceptable Use Policy
  - items that violate eBay’s Prohibited or Restricted Items Policy

- licences
  - access to digital content
  - office or factory equipment
  - items equivalent to cash (including, without limitation, gift cards)
  - Items purchased using Website Payments Pro or Virtual Terminal
  - Personal transaction payments
- b. Please note the following eligibility requirements applicable to eBay listings: Look for either a PayPal Buyer Protection message or an eBay Buyer Protection message in the eBay listing. If you see this message and you meet the other eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging into your eBay account, going to "myeBay," then "won", and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.

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

- a. If PayPal determines a Claim in your favour, PayPal will re-imburse you the full purchase price of the item and original postage costs only.
- b. PayPal will not reimburse you for the postage costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the goods. See section 13.11 for other protection you may be entitled to. You may wish to contact Consumer Direct ([www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)) for advice on your consumer rights.

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

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

##### a. Open a Dispute

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

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

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

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

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

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

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

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

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

#### 13.6 How is the Claim resolved?

Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the seller. You may be asked to provide receipts, third party evaluations, police reports, or any other information or documents reasonably required by PayPal to investigate the Claim. PayPal retains full discretion to make a final decision in favour of the buyer or the seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or seller, each party must comply with PayPal's decision. PayPal may require the buyer to post an item back to the seller that the buyer claims is Significantly Not as Described (at the buyer's expense), and PayPal may require a seller to accept the item back and refund the buyer the full purchase price plus original postage costs. If a seller refuses to accept



the item, PayPal may award the Claim in favour of the buyer, provided the buyer has provided satisfactory evidence to PayPal that the item was sent to the seller. In the event a seller loses a Claim, the seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed).

### 13.7 What if I am not a UK registered customer?

- a. Notwithstanding any other section of this Agreement, PayPal Buyer Protection will apply to you in the same way as it applies to UK registered customers (that is, sections 13.1 to 13.6 will apply to you) **with the exception that non-UK registered buyers will not be eligible for re-imbursment for a Claim that the item they purchased off eBay was SNAD.**
- b. As a seller you are liable to PayPal if you lose a Claim. This includes, without limitation, where you sell to a buyer with a UK PayPal Account and the buyer files a Significantly Not as Described Claim, in which case 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. If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed).

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

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

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

- a. An item is Significantly Not as Described if it is materially different from what the seller described in the item listing. Here are some non-exhaustive examples:
  - You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
  - The condition of the item was misrepresented. For instance, the listing said "new" and the item was used.
  - The item was advertised as authentic but is not authentic.
  - The item is missing major parts or features that were not disclosed in the listing.
  - You purchased 3 items from a seller but received only 2.
  - The item was damaged during postage.
- b. An item is not Significantly Not as Described (SNAD) if it is not materially different from the seller's description. Here are some non-exhaustive examples:
  - The defect in the item was correctly described by the seller.
  - The item was correctly described but you didn't want it after you received it.
  - The item was correctly described but did not meet your expectations.
  - The item has minor scratches and was listed as used condition.

### 13.10 Assumption of rights

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

### 13.11 Relationship between PayPal Buyer Protection and chargebacks

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

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

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

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

### 13.12 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 or the seller."

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

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

Credit Reference and Fraud Agencies		
RSA Security Inc. and RSA Security Ireland Limited	To verify identity	All account information
Marketing and public relations		
Carrenza Limited	To store user data for marketing campaigns.	Name, e-mail, address, business name, domain name, account status, account preferences, type and nature of PayPal services offered or used and relevant transaction information.
Operational services		
Transcom Worldwide (UK) Limited (UK), Newman & Company Limited (UK),	To collect debt	Name, address, date of birth, telephone number, account number, e-mail, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
Yesmail Inc. (USA), Responsys (USA) and Silverpop Systems Inc. (USA)	To fulfil e-mail operations in respect of PayPal services (including, but not limited to, operations, customer services, collections, marketing programs and promotions).	Name, e-mail, address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of PayPal services offered or used and relevant transaction and account information.

## Amendments to the PayPal User Agreement and Privacy Policy

Effective Date: Jan 21, 2010

 [Print](#)

### • Amendment to the PayPal User Agreement

#### 1. Fees

Section 8 is being amended to update the fees for cross border personal transactions.

Where the country of the recipient's registered PayPal Account is Poland, the fee charged for cross border personal payments fully funded by PayPal Balance or Bank is 1% + 0.55 PLN (Polish Zlotych). The relevant part of the fee table for cross border personal payments fully funded by PayPal Balance or Bank now reads as follows:

Transaction Type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank
Cross border personal transactions	Sending or Receiving	<b>Important: this fee is based on the country of the recipient's registered PayPal Account.</b>
		Either the sender or the recipient pays the fee. Not both.  In most cases, the sender decides who pays the fee. In some cases the sender will not be able to decide and the sender or the recipient will be required to pay the fee.  Recipient's Country:  UK: 0.5%  Poland 1% + 0.55 PLN  *Other European Countries: 0.5%

Australia 1%

Canada 1%

China 0%

Germany 2%

Hong Kong 0%

Singapore 0%

Taiwan 0%

U.S. 1%

Elsewhere 0.5%

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

## 2. Temporary Holds for Disputed Transactions

A new Section 10.1.d is being added to consolidate and clarify the position on temporary holds for disputed transactions as already described in Section 11.4 (and in relation to the eBay resolution process). Section 10.1.d will read as follows:

**“10.1.d Temporary Holds for Disputed Transactions.** If a buyer files a Claim, Chargeback or Reversal on a payment you received, PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback or Reversal. In placing such a hold, we will not restrict your use of the Account with regard to funds other than those disputed or at risk under the Claim, Chargeback or Reversal, unless we have another reason for doing so. If you win the dispute or if the payment is eligible for a payment under the terms of PayPal Seller Protection, we will release the hold and restore your access to the applicable funds. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to claims that a buyer files with eBay through the eBay resolution process if your PayPal Account is your reimbursement method for buyer claims and eBay has notified us of the claim. Claims filed directly with eBay are governed by eBay policy and are not covered by the terms of the PayPal Seller Protection programme.”

Section 11.4 will now read as follows:

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

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback, or Reversal. See section 10.1.d for further details about the temporary hold process.”

## 3. Third party rights

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

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

## • Amendment to the PayPal Privacy Policy

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

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

#### **Payment Processors**

HSBC Merchant Services LLP (UK), Discover Financial Services (USA)	To allow payment processing settlement services, fraud checking.	Name, address, details of user funding instruments, details of payment transactions.
Deutsche Bank AG (Germany, Netherlands, France, Spain)	To allow the processing of direct debits in Germany, Netherlands, France and Spain.	Name, date of transaction, amount, currency and user's bank account information.

#### **Credit Reference and Fraud Agencies**

Experian Netherlands BV (Netherlands), Experian Bureau de Credito SA (Spain),	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal accounts and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud	Name, address, date of birth, time at address, telephone number, proof of identity, legal form, time in business, company registration number, VAT number, relevant transaction
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Informa D&B SA (Spain)	prevention purposes.	information (if appropriate)
ID Checker.nl BV (Netherlands)	To verify identity.	All account information and proof of identity

#### Operational Services

KSP Kanzlei Dr. Seegers, Dr. Frankenheim & Partner Lawyers (Austria), Transcom Worldwide S.A (UK), Clarity Credit Management Solutions Limited (UK), Infoscore Iberia (Spain).	To collect debt	Name, address, telephone number, account number, e-mail, account type, account status, last four digits of financial instruments account, account balance, details of account transactions and liabilities, name of funding source provider.
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### Amendments to PayPal Legal Agreements and Other Policies

Effective Date: Oct 14, 2009



#### • Amendment to the PayPal User Agreement

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

##### 1. Amendments to the User Agreement

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

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

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

##### 2. Our execution of your Payment Orders

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

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

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

from your PayPal Account; and/or

3. instruct us to make a payment in any other way which we may notify you when making the Payment Order from time to time.

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

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

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

**“3.10 Third party initiated payments (including Recurring Payments).** A third party initiated payment is a payment in which you provide an advance Authorisation to a third party (for example, a merchant or eBay) to collect funds from your PayPal Account. One example of this type of payment is a “Recurring Payment” which is a third party initiated payment that can be managed via your PayPal Account. By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time, sporadic, or recurring basis until you cancel your arrangement or authorisation with the applicable third party. **You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.** You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment. You further acknowledge and agree that payments made under this provision are variable and may be made on various dates. If your third party initiated payment requires a currency conversion by us, the amount of the Currency Conversion Fee (per section 8) will be determined at the time the applicable third party processes your payment and completes the transaction. You acknowledge that the exchange rate determined at the time of each payment transaction will differ and you agree to the future execution of third party initiated payments being based on fluctuating exchange rates. Third parties who present us with a payment request under this provision warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts). Third parties who present us with a payment request under this provision also agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer’s previous spending patterns and the circumstances of the payment. For Recurring Payments, you will have the option of selecting a Preferred Funding Source. If you do not select a Preferred Funding Source then the Default Funding Sources will apply. Recurring Payments are sometimes called “subscriptions”, “preapproved payments” or “automatic payments”. You agree that you can not request a refund from PayPal for a variable Recurring Payment unless:

- a. the applicable amount exceeded the amount you could have reasonably been expected to make, taking into account your previous spending patterns and the circumstances of the case;
- b. your consent to the making of the Recurring Payment was not given as set out in section 3.1(c);
- c. the information relating to the Recurring Payment was not provided or made available to you for at least 4 weeks before the date the payment transaction was made to the merchant;
- d. you notify us of the request within 8 weeks from the date the payment was made; and
- e. you comply with our requests to obtain information which we reasonably require to review the circumstances of the case.”

### 4. Non discouragement

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

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

### 5. Receiving Money in Multiple Currencies.

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

**“4.6 Receiving Money in Multiple Currencies.** You do not need to maintain a Balance in a particular currency to accept payments sent in that currency. If you already maintain a Balance in the currency in which you receive a payment, we will credit all payments received in that currency to your Balance. If you receive a payment in a currency for which you do not have a Balance, the payment will remain pending and we will ask you to manually accept or refuse the

payment unless you have a Premier or Business Account and have already established a preference in your Profile to automatically accept payments in that currency. Where you (not PayPal) offer a currency conversion at the point of sale, you will inform the buyer of the exchange rate and any charges that will be applied to the payment transaction. PayPal has no liability to any buyer if you fail to inform the buyer of the exchange rate and charges. You acknowledge that if you fail to disclose the exchange rate and charges to the buyer this may constitute a criminal offence by you."

## 6. Balances and transaction information

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

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

## 7. Withdrawal/Redemption Limits

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

**"6.2 Withdrawal/Redemption Limits.** There is a limit on the minimum value of E-money that you are able to redeem which is at least £6.00GBP for UK customers and 10 Euros (or currency equivalent). You agree to comply with our requests to verify your identity before we redeem E-money to you to allow us to reduce the risk of fraud or to otherwise comply with our anti-money laundering or other legal obligations. The withdrawal limit on your Account is £500 (or 750 Euros for non UK Users) per month (reset each month following the date you first opened your Account) or if this limit is not reached, £650 (or 1,000 Euro for applicable non-UK Users) per calendar year starting from the date that payment activity first took place on your Account. You can view your withdrawal limit, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview." Redemption transactions from your Payment Account will be executed within the timeframes set out in section 3.1, however, we may review your withdrawal transaction to mitigate any risks and/or to prevent money laundering and to ascertain whether any Restricted Activity (as set out in section 9) is taking place ("**Redemption Risk**"). Where a Redemption Risk is identified by us, we reserve the right to restrict your Payment Instrument and/or refuse your Payment Order. When you instruct us to perform a redemption, we may treat this as a future dated Payment Order which we will execute within the timeframes set out in section 3.1 once we determine the Redemption Risk has passed. If we release the restriction and/or proceed to process your withdrawal, you agree that the date of your Payment Order will start on the Business Day the restriction was lifted."

## 8. Fees

Section 8 is being amended to update the following fees:

### a. Cross border personal transactions

Where the country of the recipient's registered PayPal Account is Poland, the fee charged for cross border personal payments fully funded by PayPal Balance or Bank is 1%. The relevant part of the fee table for cross border personal payments fully funded by PayPal Balance or Bank now reads as follows:

Transaction type	Activity	Fee for payment fully funded by: - PayPal Balance - Bank
Cross border personal transactions	Sending or Receiving	<p><b>Important: this fee is based on the country of the recipient's registered PayPal Account.</b></p> <p>Either the sender or the recipient pays the fee. Not both.</p> <p>In most cases, the sender decides who pays the fee. In some cases the sender will not be able to decide and the sender or the recipient will be required to pay the fee.</p> <p>Recipient's Country: UK: 0.5% Poland 1% *Other European Countries: 0.5% Australia 1% Canada 1% China 0% Germany 2% Hong Kong 0% Singapore 0% Taiwan 0%</p>

U.S 1%  
Elsewhere 0.5%

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

#### b. Currency Conversion Fee

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

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

#### c. Records Request Fee

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

Activity	Fee
<p>Records Request Fee</p>	<p>£10.00 or €12.00 (per item)</p> <p>This Fee will apply for requests of information relating to why we had reasonable justification to refuse your Payment Order. We will not charge you for records requested in connection with your good-faith assertion of an error in your Account.</p>

### 9. Restricted Activities

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

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

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

### 10. Keeping your Payment Instrument Safe

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

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

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

### 11. Actions by PayPal

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

**“10.2 Actions by PayPal.** If we have reason to believe that you have engaged in any Restricted Activities, we may take various actions to protect PayPal, eBay, a User, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

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

Section 10.2 will now also contain the following:

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

## 12. Payment Hold

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

### “10.5 Payment Hold

(a) You agree that if either:

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

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

(b) PayPal will release the hold made on your payment under this provision when PayPal determines that the Transaction Risk; or risk or exposure associated with your Account, no longer exists. For example, for a hold made on a payment for an item purchased on eBay, PayPal may release the hold when the buyer leaves positive feedback. Please note that, notwithstanding the above, if you receive a Dispute, Claim, Chargeback, or Reversal on the transaction payment subject to the hold, the funds (or an amount equal to the relevant payment) may be held in your Reserve Account until the matter is resolved pursuant to this Agreement.

(c) You agree to provide to PayPal any information as PayPal may reasonably request to allow PayPal to determine whether the Transaction Risk or risk or exposure to your Account has passed. You may close your Account if you object to the hold under this provision. If your Account is closed for any reason, PayPal has the right to hold a payment under this provision for a period of up to 180 days from the date the complete obligations under the contract for sale (to which the payment in question relates) have been discharged.”

## 13. Identifying Errors and/or Unauthorised Transactions

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

**“12.1 Identifying Errors and/or Unauthorised Transactions.** You can inspect your transaction history at any time by logging in to your Account on the PayPal website and clicking the “History” tab. It is very important that you immediately notify PayPal if you have reason to believe any of the following activities have occurred: (i) there has been an unauthorised transaction sent from your Account; (ii) there has been unauthorised access to your Account; (iii) your password or mobile PIN has been compromised; (iv) your PayPal Mobile-activated phone has been lost, stolen or deactivated, or (v) someone has transferred or may transfer money from your Account without your permission (collectively called **“Improper Account Access”**). You must also immediately notify us if you have reason to believe that any other error has occurred on your Account. **In order for you to notify PayPal immediately of any of the above events, we strongly recommend that you monitor your Account closely on a regular basis.** We will not seek to hold you liable for any unauthorised use of your Account by any person provided that we are satisfied that you have not acted deliberately so as to enable any third person to gain access to your PayPal ID and/or password/PIN. We will hold you liable for unauthorised use of your Account if we have evidence that you acted deliberately so as to enable any third person to gain



access to your PayPal ID and/or password/PIN; you acted fraudulently, or if you have with intent or gross negligence failed to comply with your obligations to use your Payment Instrument in the manner set out in this Agreement.”

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

Section 12.2 is being amended to outline the information that you must give to us and the steps you must take to assist PayPal in its investigation, if you believe there has been or will be an error, unauthorised transaction, misappropriated or unauthorised use of your Payment Instrument or your Account. Section 12.2 will now read as follows:

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

**15. Liability for Unauthorised Transactions.**

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

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

**16. Entitlement to a refund**

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

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

**17. Errors**

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

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

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

Notwithstanding any other term of this Agreement, PayPal will not be held liable for the non-execution or defective execution of a payment transaction (whether initiated by yourself or another PayPal customer) if you have failed to notify PayPal of such an incorrectly executed payment transaction without

undue delay, or in any event no later than within 13 months after the debit date, on becoming aware of such incorrectly executed payment transaction.”

#### 18. Corporate customers

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

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

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

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

#### 19. Definitions

Section 15 is being amended to update the following definitions:

##### a. “Authorise” or “Authorisation”

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

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

##### b. “European Economic Area” or “EEA”

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

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

##### c. “Micro-Enterprise”

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

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

##### d. “PayPal,” “we,” “us” or “our”

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

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

##### e. “Reversal”

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

““**Reversal**” means a payment that you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a buyer directly with their bank; and/or (b) has been removed from your Balance for any reason (other than a Chargeback or Claim pursuant to a Buyer Protection Program), including, without limitation, if the payment violates our Acceptable Use Policy, or which we reasonably suspect of violating our Acceptable Use Policy or where the payment amount

was not authorised by the sender with the relevant third party in connection with a valid third party initiated payment authorisation (see section 3.10); and/or (c) has been categorised by PayPal's internal risk modelling as a risky payment required to be reversed to mitigate the risk associated with the payment. The term "Reversed" shall be construed accordingly."

f. "Transaction Risk"

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

"Transaction Risk" means the risk of PayPal's position being adversely affected with respect to any liability of yours to PayPal or any third party relating to any commercial transaction payment (including, without limitation, (i) the risk relating to any Dispute, Claim, Chargeback, Reversal, fees, fines or penalties, (ii) the risk of a seller not performing a contract with its buyers, (iii) a risk that arises if you sell an item that you do not immediately deliver upon receipt of payment and (iv) the risk of any other liability being incurred by PayPal (or any third party) related to the payment in question), in each case whether actual or anticipated. Transaction Risk includes, without limitation, (a) in the case of event or concert ticket sales, the risk that exists until the event or concert has taken place and, (b) in the case of transactions relating to travel, the risk that exists until the travel-related goods and services have been provided."

• Amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

1. Fees

a) Clause 2.2 is being amended to update the fee table for all Virtual Terminal only users. Clause 2.2 will now read as follows:

"2. For Virtual Terminal only. If your Product is Virtual Terminal (on its own rather than as part of Website Payments Pro), you agree to pay a Monthly Fee of £20 plus the following Transaction Fees:

Included service	Transaction Fees:		
Virtual Terminal(standalone)	Your total monthly payments received via PayPal:	Card type:	For receiving a payment:
	£0.00 - £1,500.00 GBP	Visa, MasterCard, Maestro, Solo	3.4% + £0.20 GBP ±
	£1,500.01 - £6,000.00 GBP	Visa, MasterCard, Maestro, Solo	2.9% + £0.20 GBP ±
	£6,000.01 - £15,000.00 GBP	Visa, MasterCard, Maestro, Solo	2.4% + £0.20 GBP ±
	Above £15,000.00 GBP	Visa, MasterCard, Maestro, Solo	1.9% + £0.20 GBP ±
Fraud Management Filters	No additional charge		

±The percentage listed is a percentage of the payment you receive. The fixed fee is charged in the currency of the payment if you have a balance in your Account in that currency. Otherwise it is charged in the currency that corresponds to the Account Nationality of your Account. See the preceding clause for the list of fees in various currencies."

b) Clause 2.5 is being amended to clarify how you give us authorisation to collect monthly fees and fees for receiving payments. Clause 2.5 will now read as follows:

"5. How paid. You agree to pay the above fees as they become due without set-off or deduction. You authorise PayPal to (and PayPal may) collect Monthly Fees first from any available Balance in your Account and then also from the funding source(s) registered for your Account, and you authorise PayPal to (and PayPal may) collect fees for receiving payments from the amounts we transfer but before those funds are credited to your account. If PayPal is unable to collect a past due fee from your Account and its funding source(s), we may take action against you as provided in the User Agreement for unpaid fees."

• Amendment to the PayPal Privacy Policy

### 1) Our Use of "Cookies"

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

### 2) Disclosure to Other PayPal Customers

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

### 3) Disclosure to Third Parties other than PayPal Customers

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

Customer Service Outsourcing		
Competence Call Center Leipzig GmbH (Germany)	To allow telephone and e-mail customer support services	Name, address, telephone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, National identity number, account balance and transaction information, customer statements and reports, account correspondence, shipping information, promotional information.
Credit Reference and Fraud Agencies		
Coface (France) UK Data Limited (UK), ICC Information Limited (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	To verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
SCHUFA Holding AG (Germany)	To verify identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering To determine credit worthiness of merchants.	Name, address, date of birth, gender, bank account details
Marketing and public relations		
inContact (USA)	To conduct customer service surveys	Name, e-mail address, type of account, type and nature of PayPal services offered or used and relevant transaction information.
Operational services		
Compagnie Francaise du Recouvrement (France), EOS Solutions UK Plc (UK), EOS Deutschland GmbH (Germany), EOS Aremas Belgium SANV (Belgium), EOS Nederland B.V. (the Netherlands), Arvato Services Iberia (Spain), BFS Risk and Collection GmbH (Germany), Transcom Worldwide (France), SAS (France), Transcom Worldwide S.p.A (Italy), HFG Hanseatische Inkasso-und Factoring-Gesellschaft (Germany)	To collect debt	Name, address, telephone number, account number, e-mail, account type, last four digits of financial instruments account, account balance, details of account transactions and liabilities.
P K Consultancy Limited (UK)	To assess risk and to help detect and prevent potentially illegal acts and violations of policies.	Name, address, telephone number, account number, e-mail, account type, last four digits of financial instruments account, account balance, details of account transactions and liabilities, account status and account performance information as required for the Purpose.
Group companies		
PayPal Europe Services Limited (Ireland) and eBay Europe Services Limited	Acting on behalf of PayPal for the purpose of customer support, risk assessment, compliance and other back office	All account information

(Ireland)

Bill Me Later, Inc. (US)	To provide joint content and services (like registration, transactions and customer support), to assess risk, to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information
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#### 4) Our Contacts with PayPal Customers

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

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

##### 1) Prohibited Activities

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

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

##### 2) Activities Requiring Pre-Approval

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

### Amendment to the PayPal User Agreement

Effective Date: Aug 19, 2009

 [Print](#)

- **Amendment to the PayPal User Agreement**

#### 1. Transferring your Account

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

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

#### 2. Eligibility

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

**"2.1 Eligibility.** To be eligible for our Services, you must be at least 18 years old and a resident of one of the countries listed on the [PayPal World-Wide](#) page. You further represent and warrant to us that if you are an individual and you open an Account with us that you are not acting on behalf of an undisclosed principal or a third party beneficiary. This Agreement applies only to Users who are residents of the United Kingdom and all other European Union countries except Germany, Austria, France, Italy, Spain, The Netherlands, Belgium, Poland and the "send only" regions (these send only regions are further specified on the PayPal website(s)). If you are a resident of another country, you may access your agreement from the PayPal website(s) in your country (if applicable)."

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

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

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

- a. Each time you make a payment, you may select a Preferred Funding Source. You may do so on the "Review Your Payment" page by clicking on the link to change your payment method and selecting from the available funding options. You may also set PayPal Credit as your Preferred Funding Source for all future payments in your Account profile and where available in certain payment checkout webpages.
- b. In your Account Profile – Recurring Payments. If you have set up a Recurring or Automatic Payment, or authorised a merchant to collect payments from your PayPal Account, you may select a Preferred Funding Source for all future payments to the merchant. You may do so by logging in to your Account, selecting "Profile", selecting "Recurring Payments" or "PayList", and then by selecting the links to set a Preferred Funding Source (may be called "Backup Funding Source").
- c. Limitations. If you have a Balance in your PayPal Account, PayPal will use your Balance instead of your Preferred Funding Source. If you have a Balance and do not want to use it to fund your next payment, you must withdraw your Balance before initiating your next payment.

d. Quick Pay. If you select "Quick Pay" for your PayPal Mobile payments, you will not be able to select a Preferred Funding Source for your future PayPal Mobile payments made with Quick Pay. You may cancel your "Quick Pay" setting at any time from your mobile phone."

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

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

**"3.9 Third party initiated payments (including Recurring Payments).** A third party initiated payment is a payment in which you provide an advance Authorisation to a third party (for example, a merchant or eBay) to collect funds from your PayPal Account. One example of this type of payment is a "Recurring Payment" which is a third party initiated payment that can be managed via your PayPal Account. By providing an advance Authorisation, you are giving the third party the ability to collect or reverse variable amount payments from your Account on a one-time, sporadic, or recurring basis until you cancel your agreement or authorisation with the applicable third party. **You hereby authorise and instruct PayPal to pay the third party (or another person they direct) amounts from your PayPal Account for amounts you owe as presented to us by the third party.** You agree that PayPal is not obligated to verify or confirm the amount the third party presents to us for the purpose of processing this type of payment. You further acknowledge and agree that payments made under this provision are variable and may be made on various dates. Third parties who present us with a payment request under this provision, warrant to PayPal that the amounts they present have been agreed and consented to by the User whose Account will be deducted (including changes to those amounts). For Recurring Payments, you will have the option of selecting a Preferred Funding Source. If you do not select a Preferred Funding Source then the Default Funding Sources will apply. Recurring Payments are sometimes called "subscriptions", "preapproved payments" or "automatic payments."

#### 5. Restricted Activities

Section 9 is being amended to classify as a Restricted Activity your failure to provide PayPal with further information about you or your business activities that PayPal may reasonably request. Section 9 will now include the following matter as a "Restricted Activity" (in addition to the other matters referred to as a "Restricted Activity"):

##### "9. Restricted Activities

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

... Fail to provide us with further information about you or your business activities that we may reasonably request; ..."

#### 6. Your Liability

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

##### "10.1 Your Liability.

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

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

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

Also the definition of "Claim" will now read:

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

#### 7. Limiting access to your Account

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

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

appropriate.”

#### 8. Items not eligible for Seller Protection

Section 11.10 is being amended to clarify which items are not eligible to be covered by Seller Protection. This will now include claims filed directly with eBay. Section 11.10 will now read as follows:

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

- a. Intangible items, licenses for digital content, and services
- b. Items that you deliver (or are picked up) in person
- c. Transactions made through Website Payment Pro (PayPal Direct Payment and Virtual Terminal)
- d. Claims, Chargebacks and Reversals for Significantly Not as Described; and/or claims filed directly with eBay.”

#### 9. Limitations of Liability

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

**“14.5 Limitations of Liability.** We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

- a. In no event shall we, the other companies in our corporate group, persons who act on our behalf, and/or the persons we enter into contracts with be liable for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:
  - i. any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings; or
  - ii. any loss or corruption of data; or
  - iii. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; or
  - iv. any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).
- b. Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from either our or our subcontractor’s negligence or to the extent such limitation or exclusion is not permitted by applicable law.”

#### 10. Licence Grant

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

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

### Amendment to the PayPal Privacy Policy

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

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

##### Customer Service Outsourcing

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

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

#### Financial Products

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

#### Marketing and public relations

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

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

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

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

### Amendment to the UK PayPal Website Payments Pro and Virtual Terminal Agreement

#### Software Licence

Clause 5.1 is being amended to clarify how you may use the Product and documentation licensed to you under that clause. Clause 5.1 will now read as follows

"**Licence.** PayPal hereby grants to you a non-exclusive, non-transferable, revocable, non-sublicenseable, limited license to (a) use your Product in accordance with the documentation provided on the PayPal Website; and to (b) use the documentation provided by PayPal for your Product and reproduce it for internal use only within your business. Your Product as licensed is subject to change and will evolve along with the rest of the PayPal system; see clause 8(1). You must comply with the implementation and use requirements contained in all PayPal documentation and instructions accompanying the Product issued by PayPal from time to time (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations)."

## Amendment to the PayPal Acceptable Use Policy

Effective Date: Jun 03, 2009





## • Prohibited Activities

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

### Prohibited Activities

You may not use the PayPal service for activities that:

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

## Amendment to the PayPal User Agreement, Amendment to the PayPal Privacy Policy

Effective Date: Jun 03, 2009



## • Expansion of Personal Payments

### 1. Expansion of Personal Payments

PayPal is pleased to announce that it will change its fee structure to make it more attractive for customers to send personal payments in the European Countries referred to below. The Fees payable by customers depend (in part) on whether you are making a Commercial Payment or a Personal Payment, together with which Funding Source was used to make that payment. If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase. If you do so, PayPal may remove your ability to accept any or all Personal Payments.

The relevant other European Countries are: Estonia, Latvia, Lithuania, Slovakia, Gibraltar, Bulgaria, Romania, Cyprus, Luxembourg, Malta, Slovenia, Liechtenstein, San Marino, Czech Republic, Denmark, Finland, Greece, Hungary, Ireland, Portugal and Sweden.

The following amendments to the PayPal User Agreement will be applicable to customers in the above countries to allow this change in fee structure:

Activity	Fee	Notes
Receiving domestic Personal Payments via the "Personal" tab in the "Send Money" feature which are also Balance/Bank Funded Payments.	Free	Customers receiving cross border Personal Payments via the "Personal" tab in the "Send Money" feature and which are also Balance or Bank Funded Payments will be charged a fee of 0.5% of the payment amount. This fee will not be charged if the payment is made in Euros from another User registered in the European Union or the EEA Registered Accounts in China and Germany are not currently able to initiate Personal Payments via the "Personal" tab in the "Send Money" feature and the receipt of payments from these Account holders will attract the Fee set out in 4 below.
Receiving Personal Payments and/or Commercial Payments (Subject to 3 above)	<p><b>UK and other European Country*</b></p> <p><b>Standard rates:</b></p> <p>3.4% + Fixed Fee for each Domestic payment transaction</p> <p>3.9% + Fixed Fee for each cross border payment transaction.</p> <p><b>UK Merchant rates</b> (based on monthly transaction volume and upon application):</p> <p>1.4% - 2.9% + Fixed Fee for each Domestic payment transaction</p> <p>1.9% - 3.4% + Fixed Fee for each cross border payment transaction.</p> <p><b>Other European Country*</b></p>	<p><b>Fixed Fee</b> (depending on the payment currency): £0.20 GBP, €0.35 EUR, \$0.30 USD, \$0.30 CAD, ¥40 JPY, \$0.40 AUD, 0.55 CHF, 2.80 NOK, 3.25 SEK, 2.60 DKK, 1.35 PLN, 90 HUF, 10.00 CZK, \$0.50 SGD, \$2.35 HKD, 1.20 ILS, 4.00 MXN or \$0.45 NZD</p> <p>Customers who receive cross border payments in Euros from Users with Accounts in the European Union or EEA will receive a 0.5% reduction in the variable amount of the applicable cross border fee.</p>

**Merchant rates**

based on monthly transaction volume and upon application):

1.9% - 2.9% + Fixed Fee for each Domestic payment transaction

2.4% - 3.4% + Fixed Fee for each cross border payment transaction.

**Luxembourg Merchant rates:**

1.5% - 2.9% + Fixed Fee for each Domestic payment transaction

2.4% - 3.4% + Fixed Fee for each cross border payment transaction.

(The monthly volume tiers applicable to these Merchant rates will differ and are further described in the Fees section accessible from every page of the PayPal Website)

For this purpose, clause 15 includes the following definitions:

**"Commercial Payment"** means a payment which is not a Personal Payment. A Commercial Payment includes, without limitation, a payment associated with the purchase of an eBay item and/or goods or services.

**"Personal Payment"** means a PayPal payment made for the purpose of either your personal, family and/or household affairs.

**2. Reserves**

Clause 10.4 is being amended to clarify the circumstances by which PayPal may take a Reserve. Clause 10.4 will now read as follows:

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

**3. PayPal Buyer Protection Programme**

PayPal is pleased to announce that it will be expanding the terms of its Buyer Protection Programme to remove the caps on the amounts for re-imbursalment for eligible purchases made on [www.ebay.ie](http://www.ebay.ie). The terms of PayPal's Buyer Protection Programme will also allow buyers in the UK who make eligible purchases on or off eBay via their PayPal Account and which are also funded by PayPal Credit to be eligible for re-imbursalment under the terms of the programme. Buyer Protection Programme is further being amended to clarify that Personal Payments and payments for real estate and businesses are not eligible for re-imbursalment under the programme.

The terms of the programme will now read:

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

PayPal has 2 programs to help protect you:

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

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

### 13.2 What types of problems are covered?

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

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

If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre at <https://www.paypal.co.uk/security>

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

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

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

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

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

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

#### PayPal Buyer Protection

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

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

- a. Use PayPal to purchase an eligible item on eBay or use PayPal to purchase an eligible item on or off eBay which is funded by PayPal Credit.
- b. Pay the full amount of the eligible item in one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
- c. Send the payment to the seller through:
  - The eBay "Pay Now" button or the eBay invoice, or
  - The "Send Money" button of your PayPal account by selecting "eBay Item" and entering your eBay User ID and the eBay item number.
- d. Open a Dispute within 45 days of the date you sent the payment and follow the online dispute resolution process described below under "Dispute Resolution."
- e. Keep your PayPal account in good standing and for payments made with PayPal Credit, keep your PayPal Credit account in good standing by not having more than 1 past due payment.

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

- a. Look for the buyer protection message in the eBay listing. If you see this message and you meet the

eligibility requirements, your item is eligible for PayPal Buyer Protection. You can view this message in the listing after you complete your purchase by logging in to your eBay account, going to "my eBay," then "won," and looking at the listing. If the listing does not include the buyer protection message, then it is not eligible for PayPal Buyer Protection.

- b. Not all eBay websites offer PayPal Buyer Protection. If you purchase an item on an eBay site other than eBay.co.uk or eBay.ie, your eligibility to receive a payment and the terms applicable to you, will be dependent upon the terms of the protection programme set out on the eBay site where you placed your winning bid or where you purchased through the 'buy it now' feature. Some eBay sites do not provide PayPal Buyer Protection and may offer a different form of protection (eg eBay Standard Purchase Protection Program). As a seller, you agree that you will be liable for a successful Claim made by a buyer under the buyer protection terms applicable to the eBay site where you list your items.

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

If you see the eBay.co.uk or eBay.ie buyer protection message; or if you purchase an eligible item with PayPal Credit via your Account and PayPal also determines a Claim in your favour, PayPal will reimburse you the full purchase price of the item and original shipping costs only. For eBay listings in countries outside of the UK and/or Ireland, PayPal will re-imburse you for the full purchase price of the item and the original shipping costs, up to the coverage cap specified in the applicable buyer protection message (provided that you are eligible for payment). The amount of coverage varies based on the currency and the country of the eBay website where the purchase was made. PayPal will not reimburse you for the shipping costs you incur to return a SNAD item to the seller or another party PayPal specifies. If the seller presents evidence that they delivered the goods to your address, PayPal may find in favour of the seller even if you did not receive the goods. See clause 13.15 for other protection you may be entitled to. Alternatively, if you are a UK customer, you may wish to contact Consumer Direct ([www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk)) for advice on your consumer rights.

### 13.8 Dispute Resolution

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

#### a. Open a Dispute

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

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

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

You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for \$USD2,500 or more (or currency equivalent). If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute and you will not be eligible for a payment under the terms of PayPal's protection for buyers. You are permitted to edit or change a Claim after filing only if you wish to add further information or if you wish to change the reason of your Dispute/Claim from "Item Not Received" to "Significantly Not as Described" (but only if it relates to a single payment). Otherwise you may not edit or change a Claim after filing it.

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

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

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

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

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

### 13.9 How is the Claim resolved?

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

### PayPal Buyer Complaint Policy

#### 13.10 What is the PayPal Buyer Complaint Policy?

The PayPal Buyer Complaint Policy is a process to help you resolve a problem directly with the seller through the PayPal Resolution Centre for purchases that are not eligible for PayPal Buyer Protection. It is similar to

PayPal Buyer Protection in that it enables buyers to file a Dispute for an Item Not Received (INR). By filing a Dispute, you can communicate with the seller and attempt to resolve the problem. If you are unable to resolve the problem, you may escalate an Item Not Received (INR) Dispute to a Claim. Please note that under the PayPal Buyer Complaint Policy, PayPal will not make a decision on a SNAD Claim; nor on a Claim for a Personal Payment.

**Even though you may escalate an Item Not Received Dispute to a Claim, you are not guaranteed a recovery. If the Claim is decided in your favour, your recovery is limited to the amounts that PayPal can recover from the seller's Account.**

#### 13.11 What is the process for the Buyer Complaint Policy

Similar to PayPal Buyer Protection, you must file a Dispute in the PayPal Resolution Centre within 45 days of the date you sent the payment. Once you have done so, you should attempt to resolve the Dispute directly with the seller.

#### 13.12 What happens if I am unable to resolve the Dispute directly with the seller?

You may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some – but not all – Claims.

#### 13.13 What if PayPal makes a final decision in my favour?

If PayPal makes a final decision in your favour, we will collect any available funds in the seller's PayPal balance at that time. **However, recovery is not guaranteed and is limited only to the amounts that PayPal can recover from the seller's Account.** Any amounts collected from the seller will be placed in your Account.

#### Assumption of rights

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

For this purpose, clause 15 includes the following definitions:

**"PayPal Credit"** means the PayPal branded personal online revolving credit account which can be used to fund payments from your Account and includes (if applicable) the PayPal MasterCard.

**"PayPal MasterCard"** means the PayPal co-branded credit card and account opened on and from 1 June 2009 and issued by a nominated third party card issuer.

#### No double recovery

The PayPal User Agreement is being amended with the addition of the following provision:

**13.16 No Double Recovery.** You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal's protection for buyers if you have already received a recovery for that purchase directly from eBay or the seller.

### • Customer Service Outsourcing

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

Customer Service Outsourcing		
Nuance Communications, Inc. (USA)	Calibrate and optimise speech recognition performance for telephone customer support services	Recordings of a sample of customer support telephone calls, which may include any or all account information transmitted during the call.
Credit Reference and Fraud Agencies		
CRIF (Italy), Cerved B.I (Italy), Graydon (UK), iQor Recovery Services Limited (UK). Data disclosed to these agencies may be transferred outside of the EU and on a global basis.	Verify identity, make decisions concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery, manage PayPal account and undertake statistical analysis, undertake research as to appropriateness of new products and services and system checking. Data disclosed may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.	Name, address, date of birth, time at address, telephone number, legal form, time in business, company registration number, VAT number, relevant transaction information (if appropriate)
Group companies		
eBay Partner Network, Inc. (USA), Kijiji US, Inc. (USA), mobile.de & eBay Motors GmbH (Germany), StubHub, Inc. (USA), Viva Group, Inc. (USA), ProStores Inc.	provide joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about their products, services and communications (not acting as a sub-contractor of PayPal)	All account information

(USA), MicroPlace, Inc.  
(USA), Internet Auction  
Co., Ltd. (Korea), Via-  
Online GmbH (Germany)

#### Agencies

European Consumer Centre Network organisations located in Bulgaria and the United Kingdom	To request information within their authority and to respond to queries and/or investigations instigated by users or other stakeholders in the countries they have jurisdiction.	All account information
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#### Financial Products

Santander UK Cards Limited (United Kingdom)	Joint marketing campaigns for PayPal Credit, and PayPal Credit Card, risk modelling, enforcement of terms and conditions for PayPal Credit and PayPal Credit Card	Name, address, e-mail and account information
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### Amendment to the PayPal Privacy Policy

Effective Date: Apr 08, 2009



#### • Disclosure to third parties other than PayPal customers

##### Beginning 8 April 2009 the PayPal Privacy Policy is being amended as follows:

1. Disclosure to third parties other than PayPal customers

The Privacy Policy is being amended to add OmniPay Limited (Ireland) as a third party to which PayPal will disclose personal information for the purpose of allowing payment processing services. The Privacy Policy will also be amended to allow the named credit reference agencies to receive personal information to assist in providing information used to recover debts.

### Amendment to the PayPal User Agreement

Effective Date: Apr 08, 2009



#### • Amendment to the PayPal User Agreement

##### Beginning 8 April 2009 the PayPal User Agreement is being amended as follows:

1. Clause 13.9 is being amended to clarify that if PayPal requires a buyer to return an item to a seller as part of deciding a Significantly Not as Described Claim, and if the seller refuses to accept the item, PayPal may award the Claim in favour of the buyer, provided that the buyer has provided satisfactory evidence to PayPal that the item was sent to the seller.

2. Clause 13.9 is also being amended to include the following language:

"If you lose a Significantly Not as Described Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it may be destroyed)."

3. Clauses 13.10 and 13.12 are being revised. The new Clauses 13.10 and 13.12 will read as follows:

##### **"13.10 What is the PayPal Buyer Complaint Policy?"**

The PayPal Buyer Complaint Policy is a process to help you resolve a problem directly with the seller through the PayPal Resolution Centre for purchases that are not eligible for PayPal Buyer Protection. It is similar to PayPal Buyer Protection in that it enables buyers to file a Dispute for an Item Not Received (INR) or for an item Significantly Not as Described (SNAD). By filing a Dispute, you can communicate with the seller and attempt to resolve the problem. If you are unable to resolve the problem, you may escalate an Item Not Received (INR) Dispute to a Claim – but you may not escalate a Significantly Not as Described Dispute to a Claim.

**Even though you may escalate an Item Not Received Dispute to a Claim, you are not guaranteed a recovery. If the Claim is decided in your favour, your recovery is limited to the amounts that PayPal can recover from the seller's Account."**

##### **"13.12 What happens if I am unable to resolve the Dispute directly with the seller?"**

You may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some – but not all – Claims. You should not escalate a Dispute for Significantly Not as Described (SNAD) to a Claim because PayPal will not make a decision on a SNAD Claim under the PayPal Buyer Complaint Policy."

4. The Exchange Rate and Currency Conversion Fee set out in Clause 8 is being renamed as the "Currency Conversion Fee". The amount of the fee is "2.5% added to the exchange rate". This change is only for clarification purposes and does not change the application of the fee.
5. Clause 8 is being amended to provide that all fees payable by a customer are payable without set-off or other deductions.
6. Clause 10.2 is being amended to allow PayPal to reverse a payment made by a customer if that payment violates our Acceptable Use Policy or if PayPal reasonably suspects that it does. There will

also be a consequential change to the definition of "Reversal" set out in Clause 15 to reflect this change.

7. With the previous introduction of the Mexican Peso and the Israeli New Shekels, there are a variety of consequential amendments needed to be made to the bonus policy for users who have their PayPal accounts registered in the European regions other than the UK, France, Germany, Italy, The Netherlands, Poland and Spain. The amounts in the Bonus Policy in paragraph 2vi(a), 2vi(c) and 2vi(g) will be amended to read:

1. 2vi(a) Initial Payout. When the Merchant reaches £150.00 GBP in NMS and has become Verified, the initial £0.50 GBP bonus will be credited to your PayPal account
2. If the merchant's Primary Balance is in a currency other than Pounds Sterling, the Initial Payout will be determined according to the following schedule:

Currency of Primary Balance	\$200.00 USD NMS Equivalent
Canadian Dollars	\$300.00 CAD
Euros	€200.00 EUR
Pounds Sterling	£150.00 GBP
Yen	¥20,000 JPY
US Dollars	\$200.00 USD
Swiss Franc	300.00 CHF
Norwegian Krone	1,600.00 NOK
Swedish Krona	2,000.00 SEK
Danish Krone	1,500.00 DKK
Polish Zloty	800.00 PLN
Hungarian Forint	55,000 HUF
Czech Koruna	6,000.00 CZK
Singapore Dollar	\$400.00 SGD
Hong Kong Dollar	\$1,900.00 HKD
New Zealand Dollar	\$380.00 NZD
Mexican Peso	\$22,000.00 MXN
Israeli New Shekel	800.00 ILS

2vi(b) If your Primary Currency is in a currency other than Pounds Sterling currency, your Initial Payout will be awarded according to the following schedule:

Currency of Primary Balance	Merchant Referral Bonus Amount
Canadian Dollars	\$1.50 CAD
Euros	€1.00 EUR
US Dollars	\$1.00 USD
Yen	¥100 JPY
Australian Dollars	\$1.00 AUD
Swiss Franc	1.30 CHF
Norwegian Krone	6.75 NOK
Swedish Krona	9.00 SEK
Danish Krone	6.00 DKK
Polish Zloty	3.00 PLN
Hungarian Forint	210 HUF
Czech Koruna	24.00 CZK
Singapore Dollar	\$1.60 SGD
Hong Kong Dollar	\$7.00 HKD
New Zealand Dollar	\$1.50 NZD

Mexican Peso	\$15.00 MXN
Israeli New Shekel	5.50 ILS

**2vi(d)Maximum Payouts.** You may only receive up to £750.00 GBP in combined Initial and Residual Payouts per referred Merchant. The total of your bonus may not exceed PayPal's revenue for the volume that you have driven. If your Primary Balance is in a currency other than Pounds Sterling, your maximum payout will be determined according to the following schedule:

Currency of Primary Balance	Maximum Payout
Canadian Dollars	\$1,500.00 CAD
Euros	€1,000.00 EUR
US Dollars	\$1,000.00 USD
Yen	¥100,000 JPY
Australian Dollars	\$1,350.00 AUD
Swiss Franc	1,300.00 CHF
Norwegian Krone	6,800.00 NOK
Swedish Krona	8,000.00 SEK
Danish Krone	6,200.00 DKK
Polish Zloty	3,200.00 PLN
Hungarian Forint	210,000 HUF
Czech Koruna	25,000.00 CZK
Singapore Dollar	\$1,600.00 SGD
Hong Kong Dollar	\$7,700.00 HKD
New Zealand Dollar	\$1,500.00 NZD
Mexican Peso	\$110,000.00 MXN
Israeli New Shekel	4,000.00 ILS

### Amendment to the PayPal Privacy Policy

Effective Date: Feb 11, 2009

 [Print](#)

- **Beginning 11 February 2009 the PayPal Privacy Policy is being amended as follows:**

1. Information we collect

The Privacy Policy is being amended to allow and clarify that if you provide personal information by sending money to another PayPal customer and that customer provides us with details of your personal information, PayPal may add this personal information to your account profile and use this information in further transactions you make with us.

2. Our contacts with PayPal customers

The Privacy Policy is being amended to allow PayPal to contact you by telephone for the purpose of confirming information about your identity, business or account activity.

3. Disclosure to third parties other than PayPal customers

The Privacy Policy is also being amended to add GB Group plc and Shufa Holding AG as agencies to which PayPal will disclose personal information for the purpose of confirming your identity and prevent and detect crime, fraud and/or money laundering. The Privacy Policy will be amended to allow the named credit reference and fraud agencies to retain information for the purpose of audit and fraud protection. Further, Tradera AB will be added as a Group company to which PayPal will disclose account information for the purposes of providing joint content and services (like registration, transactions and customer support), to help detect and prevent potentially illegal acts and violations of policies, and to guide decisions about our products, services and communications (not acting as a sub-contractor of PayPal). PricewaterhouseCoopers Sarl (Luxembourg) will also be added as a permitted discloser of customer account information for the purpose of allowing PayPal to test its Anti Money Laundering (AML) & Know Your Customer (KYC) controls.

### Amendment to the PayPal User Agreement

Effective Date: Feb 11, 2009

 [Print](#)



- Beginning 11 February 2009 PayPal User Agreement is being amended as follows:

1. Clauses 4.3(a) and 6.3(a) are being amended to remove the requirement that UK customers need to complete the Expanded Use Programme as part of the process to lift their receiving or withdrawal limits. PayPal will be introducing an automated process to confirm location information to replace the requirement to complete the Expanded Use Programme.

2. Clause 8, "Fees" will be amended in the following manner:

PayPal will be removing its fee for UK users to withdraw funds from their PayPal balance.

The fee applicable to UK users to receive Personal Payments which are also funded by a customer's bank or PayPal balance will be amended to clarify that this will be free to UK customers if they receive Personal Payments via the "Personal" tab in the "Send Money" feature from another UK registered account, and which are also funded by a customer's bank or PayPal balance.

Further, Personal Payments received by UK customers via the "Personal" tab in the "Send Money" feature from a French registered PayPal account and which are also funded by the French customer's bank or PayPal balance will be charged a fee of 0.5% of the payment amount. This fee will not be applied if the payment is made in Euros.

For completeness, the fee applicable to UK customers to receive Personal Payments and/or Commercial Payments (subject to the above) are as follows:

Standard rates:

3.4%+ Fixed Fee for each domestic payment transaction.

3.9%+ Fixed Fee for each cross border payment transaction

Merchant rates (based on monthly transaction volume and a one-time application):

From 1.4% to 2.9% + Fixed Fee for each domestic payment transaction.

From 1.9% to 3.4% + Fixed Fee for each cross border payment transaction.

(The monthly volume tiers applicable to these Merchant rates are further described in the Fees section accessible from every page of the PayPal Website)

Note that:

The Fixed Fee referred to above is as follows (depending on the payment currency): £0.20 GBP, €0.35 EUR, \$0.30 USD, \$0.30 CAD, ¥40 JPY, \$0.40 AUD, 0.55 CHF, 2.80 NOK, 3.25 SEK, 2.60 DKK, 1.35 PLN, 90 HUF, 10.00 CZK, \$0.50 SGD, \$2.35 HKD, 1.20 ILS, \$4.00 MXN or \$0.45 NZD

UK users who receive payments in Euros from other European User countries will receive a 0.5% reduction in the variable amount of the applicable cross border fee.

The fee for receiving an eCheque payment is capped at £3.50 for each eCheque payment received.

PayPal has also introduced a separate category of micropayment pricing for customers who apply and are approved. The new pricing category is as follows:

Domestic receiving fee:

5% + Fixed Fee of each payment received from a PayPal account which is registered in the same region as your Account

Cross border receiving fee:

6% + Fixed Fee of each payment received from a PayPal account registered in a different region to your Account

Note that:

The Fixed Fee for micropayments is as follows (depending on currency): £0.05 GBP, €0.05 EUR, \$0.05 CAD, \$0.05 USD, ¥7 JPY, \$0.05 AUD, 0.09 CHF, 0.47 NOK, 0.54 SEK, 0.43 DKK, 0.23 PLN, 15 HUF, 1.67 CZK, \$0.08 SGD, \$0.39 HKD, 0.2 ILS, \$55 MXN, \$0.08 NZD

UK users who receive payments in Euros from other European User registered PayPal Accounts will receive a 1% reduction in the variable amount of the applicable cross border receiving fee.

### Amendment to the UK PayPal Website Payment Pro Agreement

Effective Date: Feb 11, 2009

 [Print](#)

- Beginning 11 February 2009 the UK PayPal Website Payments Pro or Virtual Terminal Agreement is being amended as follows:

1. Website Payments Pro Fees for "PayPal Express Checkout" will be amended in the following manner:

The transaction fee applicable for receiving a payment will be:

1.9% + £0.20 GBP\*, if your total monthly payments received via PayPal is within the range of £15,000.01 - £55,000.00; and

1.4% + £0.20 GBP\*, if your total monthly payments received via PayPal is above £55,000.00.

\* The percentage listed is a percentage of the payment you receive. The fixed fee is charged in the currency of the payment if you have a balance in your account in that currency. Otherwise it is charged in the currency that corresponds to the account Nationality of your account. The fixed fees in currencies other than Sterling are the following:

Australian Dollar:	\$0.30 AUD	Mexican Peso:	4.00 MXN
Canadian Dollar:	\$0.55 CAD	New Zealand Dollar:	\$0.45 NZD
Czech Koruna	10.00 CZK	Norwegian Krone:	2.80 NOK
Danish Kroner:	2.60 DKK	Polish Zlotych:	1.35 PLN
Euro:	€0.35 EUR	Singapore Dollar:	\$0.50 SGD
Hungarian Forint:	90 HUF	Swedish Kronor:	3.25 SEK
Hong Kong Dollar:	\$2.35 HKD	Swiss Franc:	0.55 CHF
Israeli New Shekels:	1.20 ILS	US Dollar:	\$0.30 USD
Japanese Yen:	¥40 JPY		

### Amendment to the PayPal Acceptable Use Policy

Effective Date: Nov 05, 2008



#### • Prohibited Activities

Beginning 5 November 2008 the PayPal Acceptable Use Policy is being amended as follows:

Section 5 is being revised to include activities with an entry fee and a prize, including games of skill and sweepstakes. The new language is as follows:

#### Prohibited Activities

You may not use the PayPal service for activities that:

"5. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from PayPal and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law."

### Amendment to the PayPal Privacy Policy

Effective Date: Nov 05, 2008



#### • Beginning 5 November 2008 the PayPal Privacy Policy is being amended as follows:

1. Our contacts with PayPal customers

The Privacy Policy is being amended to allow and clarify that PayPal may contact you via your physical address.

2. The Privacy Policy is also be amended to add IQOR Recovery Services Limited as a third party to which PayPal will disclose personal information for debt collection purposes.

### Amendment to the PayPal User Agreement

Effective Date: Nov 05, 2008



#### • Amendment to the PayPal User Agreement

Beginning 5 November 2008 the PayPal User Agreement is being amended as follows:

1. Clause 10.2(c) is being amended to allow PayPal to request information from you if PayPal has reason to believe that you have engaged in any Restricted Activities. It will read:

"We may request information from you or otherwise update inaccurate Information you provided us;"

2. Clause 13.4 and Clause 13.8(b) of Annex to Clause 13 is being amended, by adding the following to clarify that: "Significantly Not as Described" Claims which are associated with a purchase of an item outside of eBay are not eligible for re-imbursement under either of the PayPal Buyer Complaint Policy or the PayPal Buyer Protection Policy.
3. Clause 13.4 and Clause 13.1 of Annex to Clause 13 is being amended to clarify that payment for vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats) are not eligible for protection under PayPal Buyer Protection/PayPal's Protection for buyers.

### Amendment to the PayPal User Agreement, PayPal Buyer Protection, PayPal Buyer Complaint Policy

Effective Date: Sep 30, 2008



- **What is PayPal seller protection?**

- A. PayPal is going to have a newly revised seller protection policy. The new seller protection policy terms below will apply to Claims, Reversals and Chargebacks filed beginning 30 September 2008

### 11.1 What is PayPal seller protection?

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

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

11.2 PayPal seller protection is available for PayPal payment transactions received from:

- buyers who send a PayPal payment for a item purchased via eBay worldwide and everywhere PayPal is accepted; and
- buyers who send a PayPal payment for an item purchased outside of eBay from the UK, US or Canada.

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

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

PayPal will pay you the full amount of an eligible Claim, Chargeback, or Reversal and waive the Chargeback Fee, if applicable. There is no annual limit on protection.

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

PayPal will place a temporary hold on the funds in your account to cover the full amount of the Claim, Chargeback, or Reversal. If PayPal determines that the payment is eligible for a payment under the terms of PayPal seller protection, we will release the hold and restore your access to the applicable funds.

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

### 11.6 Eligibility Requirements

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

You must meet all of these requirements to be covered:

- The item purchased must be a physical, tangible good that can be posted.
- The transaction must be marked eligible or partially eligible for seller protection on your Account 'Transaction Details' page.
  - If it is marked eligible, protection for both Unauthorised Payments and Item Not Received will apply. If it is marked partially eligible, protection for only Item Not Received will apply.
  - Items sold on eBay will be marked eligible even if the shipping address is marked unconfirmed. Generally, items sold on websites other than eBay will be marked eligible if the shipping address is marked confirmed and partially eligible (that is, eligible for Item Not Received only) if the shipping address is marked unconfirmed.
- Post the item to the postal address on the 'Transaction Details' page.
  - You may access the 'Transactions Details' page by logging in to your PayPal account, selecting 'History' and then selecting 'Details' for the transaction.
- Follow the postage requirements described below.
- You must accept a single payment from one PayPal Account for the purchase.
- You must not charge a surcharge for accepting PayPal.
- Respond to PayPal's requests for documentation and other information in a timely manner.
- Your primary residence, as listed in your PayPal Account, must be in the United Kingdom.

### 11.7 What are the postage requirements?

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

\* If the payment is for pre-ordered or made-to-order goods, postage is required within the timeframe specified in the eBay item listing or the shipment policy on the merchant's website.

**11.8 What is 'Proof of Postage'?**

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

- a. A status of 'sent' (or equivalent) and the date of postage.
- b. The recipient's address, showing at least the city/county or postcode (or international equivalent).
- c. Official acceptance from the shipping company (for example, a postmark, a receipt, or online tracking information).

Or, if you have Proof of Delivery then you do not need Proof of Postage.

**11.9 What is 'Proof of Delivery'?**

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

- a. A status of 'delivered' (or equivalent) and the date of delivery.
- b. The recipient's address, showing at least the city/county or postcode (or international equivalent).
- c. Signature Confirmation for transactions that total £150 or more (see Foreign Currency Equivalents below).

Foreign Currency Equivalents (£150 GBP)

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

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

- a. Intangible items, licenses for digital content, and services
- b. Items that you deliver in person
- c. Transactions made through Website Payment Pro (PayPal Direct Payment and Virtual Terminal)
- d. Claims, Chargebacks and Reversals for Significantly Not as Described

**Definitions**

- 'Chargeback' means a challenge to a payment that a buyer files directly with his or her credit card issuer or company.
- 'Claim' means a challenge to a payment that a buyer files directly with PayPal.
- 'Item Not Received' means a challenge from a buyer claiming that the item purchased was not received.
- 'Reversal' means a challenge to a payment that a buyer files directly with his Bank, or is initiated by PayPal.
- 'Signature Confirmation' means documentation that can be viewed online at the postal company's website and indicates that the item was signed for on delivery.
- 'Significantly Not as Described' means that definition provided in section 13 of the PayPal User Agreement.
- 'Unauthorised Payment' means a challenge from a buyer claiming that s/he did not make the payment, and that the person who made the payment was not authorised.

- B. PayPal is going to have a newly revised protection for buyers policy. The new terms below will apply to Claims filed beginning 30 September 2008.

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

PayPal has 2 programs to help protect you:

- a. PayPal Buyer Protection (for eligible items purchased with PayPal on eBay)
- b. PayPal Buyer Complaint Policy (for all other items purchased using PayPal on or off eBay).

(together, referred to as 'PayPal's protection for buyers').

### 13.2 What types of problems are covered?

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

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

If your problem is a transaction that you did not authorise, please report the unauthorised transaction through the PayPal Security Centre at <https://www.paypal.co.uk/security>

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

- a. An item is Significantly Not as Described if it is materially different from what the seller described in the item listing. Here are some non exhaustive examples:
  - You received a completely different item. For instance, you purchased a book and received a DVD or an empty box.
  - The condition of the item was misrepresented. For instance, the listing said 'new' and the item was used.
  - The item was advertised as authentic but is not authentic.
  - The item is missing major parts or features that were not disclosed in the listing.
  - You purchased 3 items from a seller but received only 2.
- b. An item is **not** Significantly Not as Described (SNAD) if it is materially similar to the seller's description. Here are some non exhaustive examples:
  - The defect in the item was correctly described by the seller.
  - The item was correctly described but you didn't want it after you received it.
  - The item was correctly described but did not meet your expectations.
  - The item has minor scratches and was listed as used condition.

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

PayPal's protection for buyers only applies to payments for tangible, physical goods. Payments for: intangibles, services, custom-made items, airline flight tickets, eBay classified advertisements, items prohibited under our Acceptable Use Policy or licences and other access to digital content (collectively,

#### Ineligible Items

) are not eligible under PayPal's protections for buyers.

## • PayPal Buyer Protection

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

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

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

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

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

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

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

### 13.8 Dispute Resolution

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

#### a. Open a Dispute

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

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

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

You must wait at least 7 days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for \$USD2,500 or more (or currency equivalent). If you do not escalate the Dispute to a Claim within 20 days, PayPal will close the Dispute and you will not be eligible for a payment under the terms of PayPal's protection for buyers.

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

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

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

For Significantly Not as Described (SNAD) Claims, PayPal may require you to post the item back to the seller – or to PayPal - or a third party at your expense and to provide proof of delivery. PayPal may also require you to provide evidence of its destruction.

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

### 13.9 How is the Claim resolved?

Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favour of the buyer or the seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favour of the buyer or the seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favour of the buyer or seller, each party must comply with PayPal's decision. PayPal may require the buyer to post an item that the buyer claims is Significantly Not as Described back to the seller (at the buyer's expense), and PayPal may require a seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. 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.

## • PayPal Buyer Complaint Policy

### 13.10 What is the PayPal Buyer Complaint Policy?

The PayPal Buyer Complaint Policy is a process to help you resolve a problem with a seller through the PayPal Resolution Centre for purchases that are not eligible for PayPal Buyer Protection. It is similar to PayPal Buyer Protection in that it enables buyers to file a Dispute for an Item Not Received (INR) or for an item Significantly Not as Described (SNAD). **However, recovery of any amounts is not guaranteed and is limited to the amounts that PayPal can recover from the seller's Account, even if it finds in your favour.**

### 13.11 What is the process for the Buyer Complaint Policy

Similar to PayPal Buyer Protection, you must file a Dispute in the PayPal Resolution Centre within 45 days of the date you sent the payment. Once you have done so, you should attempt to resolve the Dispute directly with the seller.

### 13.12 What happens if I am unable to resolve the Dispute directly with the seller?

You may escalate the Dispute to a Claim within 20 days of the date you filed the Dispute. PayPal will make a final decision for some – but not all – Claims. PayPal will generally make a final decision for an Item Not Received (INR) Claim, but will not make a final decision for a Significantly Not as Described (SNAD) Claim, or Claims involving Ineligible Items. This means that unless the seller voluntarily refunds your money, you will not recover any amounts for a SNAD Claim or a Claim for an Ineligible Item filed under the Buyer Complaint Policy.

### 13.13 What if PayPal makes a final decision in my favour?

If PayPal makes a final decision in your favour, we will collect any available funds in the seller's PayPal balance at that time. **However, recovery is not guaranteed and is limited only to the amounts that PayPal can recover from the seller's Account.** Any amounts collected from the seller will be placed in your Account.

### Assumption of rights

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

### Relationship between PayPal's protection programs and chargebacks

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

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

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

## Amendment to the PayPal Privacy Policy

Effective Date: Sep 03, 2008



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

#### Beginning

3 September 2008 the PayPal Privacy Policy is being amended as follows:

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

The Privacy Policy is being amended to clarify how PayPal may disclose certain PayPal customer information to fraud prevention agencies and other third parties required to operate the PayPal service.

## Amendment to the PayPal Privacy Policy

Effective Date: Jul 09, 2008



### • Disclosure to other PayPal customers

Beginning 9 July 2008 the PayPal Privacy Policy is being amended as follows:

#### 1. Disclosure to other PayPal customers

The Privacy Policy is being amended such that PayPal will disclose to a buyer, a seller's address so that goods can be returned to a seller to facilitate the PayPal dispute resolution programs.

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

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

#### UK Financial Products – PayPal Prepaid Card

Third party	Purpose of disclosure	Customer information
The Royal Bank of Scotland plc (United Kingdom), TSYS Card Tech Limited (United Kingdom), TSYS Managed Services EMEA Limited (United Kingdom), TSYS Systems Services Inc. (USA)	Joint marketing campaigns for PayPal pre-paid card, risk and fraud modelling, enforcement of terms and conditions for PayPal prepaid card	Name, address, e-mail and account information

#### Group Companies

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

(Netherlands)

**Agencies**

Third party	Purpose of disclosure	Customer information
CSSF (Luxembourg) Financial Ombudsman Service (United Kingdom), Altroconsumo (Italy), European Consumer Centre Network organisations located in Austria, Belgium, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the, Les Mediateurs du Net (France), BaFin (Germany)	To request information within their authority and to respond to queries and/or investigations instigated by users or other stakeholders in the countries they have jurisdiction.	All account information

**Amendment to the PayPal User Agreement**

Effective Date: Jul 09, 2008

 [Print](#)

- **Changes to PayPal fee structure – personal payments**

Beginning 9 July 2008 the PayPal User Agreement is being amended as follows:

1. **Changes to PayPal fee structure – personal payments**

PayPal will change its fee structure to make it more attractive for our UK customers to send personal payments. We are pleased to announce that:

1. PayPal will not charge a recipient (regardless of their account type) of a PayPal payment if that payment was funded by the sender's bank account or PayPal balance and it is designated a Personal Payment
2. PayPal will apply a fee for payments received for Personal Payments or Commercial Payments if such a payment is funded by a credit or debit card, however for Personal Payments funded by a card, the sender will have the option of paying the fees for that payment
3. Also, PayPal will no longer require its customers to upgrade from a Personal Account to a Premier or Business Account once it has received a total of £250

Consequently the following amendments to the PayPal User Agreement will be applicable for UK customers:

Clause 8 will be amended (where relevant) to provide that:

1. Receiving Personal Payments which are also Balance/Bank Funded Payments will be free
2. Receiving Personal Payments and/or Commercial Payments which are also Card Funded Payments will be charged at:

Standard rates:

3.4% + Fixed Fee for each domestic payment transaction.

3.9% + Fixed Fee for each cross border payment transaction

Merchant rates (based on monthly transaction volume and a one-time application):

1.4% -2.9% + Fixed Fee for each domestic payment transaction.

1.9% -3.9% + Fixed Fee for each cross border payment transaction. The monthly volume tiers applicable to these Merchant rates are further described in the Fees section accessible from every page of the PayPal Website)

The Fixed Fee will be (depending on the payment currency): £0.20 GBP, €0.35 EUR, \$0.30 USD, \$0.30 CAD, ¥40 JPY, \$0.40 AUD, 0.55 CHF, 2.80 NOK, 3.25 SEK, 2.60 DKK, 1.35 PLN, 90 HUF, 10.00 CZK, \$0.50 SGD, \$2.35 HKD, or \$0.45 NZD, 1.20 ILS, \$4.00 MXN

UK registered Users who receive payments in Euros from other European User countries will receive a 0.5% reduction in the variable amount of the applicable cross border fee.

3. The sender of a Personal Payment which is also a Card Funded Payment may choose to pay the Fee applicable to that payment.

Clause 15 will include the following new definitions:

**"Commercial Payment"** means a payment which is not a Personal Payment (including, without limitation a payment associated with an eBay item and/or other goods or services).

**"Personal Payment"** means a payment made for the purpose of either your personal, family and/or household affairs.



Clauses 4.1, 4.2 and 4.9 will no longer apply to UK customers. Clause 4.4 will be amended so that UK customers are no longer required to upgrade to a Business or Premier Account to accept payments for sales made on eBay.

## 2. Changes to PayPal fee structure – bank return fee and credit card confirmation fee

PayPal will also be amending clause 8 of the User Agreement to clarify the following fees:

UK customers will pay a fee of £0.50 GBP by way of a "Bank Return Fee" which is charged when a withdrawal is attempted by a user from their PayPal account into their bank account and it fails because the incorrect bank account information or delivery information was provided. The following Bank Return Fee is also payable for the following registered users:

Danish users: 22 DKK

Finnish users: 3 Euros

Irish users: 3 Euros

Norwegian users: 24 NOK

Swedish users: 28 SEK

The Expanded Use Fee will be replaced with a charge known as the "Credit Card Confirmation Fee". The fee amount will not be amended but the amount will be refunded when a customer successfully completes the credit card confirmation process.

## 3. Use of PayPal on eBay

**Clause 4.4 of the User Agreement will be amended to provide the following:**

Sellers who offer PayPal as a payment method in their eBay listings must follow these requirements:

- a. Accept PayPal if the eBay listing includes PayPal as a payment method.
- b. Accept PayPal payments via all PayPal funding sources from a buyer, including but not limited to eCheque and credit cards.
- c. Have a Premier or Business account or be willing to upgrade to a Premier or Business account upon receipt of a payment. This sub-section does not apply to you if you are a registered UK user.
- d. Accept cross border PayPal transactions which are permitted by PayPal and are also different to those where you are a registered user if the eBay listing offers postage outside the place where you are registered.
- e. Sellers may not charge a surcharge for accepting PayPal as a payment method.

## 4. Risk of Reversals, Chargebacks and Claims

The definition of "Reversal" in clause 15 has been amended to clarify that a reversal can be made PayPal if PayPal's risk modeling has categorized the payment as a risky payment required to be reversed to mitigate the risk associated with the payment transaction taking place.

## 5. Account closure and Limited Access

Clause 10.3 of the User Agreement is amended such that if we close a customer's PayPal account under the terms of this provision, PayPal will also have the right to terminate the Agreement with the customer.

## 6. Buyer Protection Program

Clause 13.1 of the User Agreement is amended so that the Buyer Protection Programs do not cover airline tickers, nor classified advertisements on eBay. Also, clause 13.12 is amended to clarify that the Buyer Protection Programs do not cover "customised" or "made to order" items.

### Amendment to the PayPal Privacy Policy

Effective Date: May 07, 2008

 [Print](#)

#### • Amendment to the PayPal Privacy Policy

Beginning 7 May 2008, the PayPal Privacy Policy is being amended to provide for further third parties that we may disclose customer information and to clarify the purposes to which this information is disclosed.

### Amendment to the PayPal User Agreement

Effective Date: May 07, 2008

 [Print](#)

#### • 3.11 Sending E-money in Multiple Currencies

We are also re-posting our previous Policy Update dated 7 May 2008, which was applicable to our customers who have registered PayPal accounts located within the European Union other than Users who are residents of the United Kingdom, Germany, Austria, France, Italy, Spain, The Netherlands, Belgium, Poland and the "send only" regions (these send only regions are further specified on the PayPal website(s))

Beginning 7 May 2008 the PayPal User Agreement is being amended as follows:

(1) PayPal is pleased to announce that it will be introducing two new currencies as part of its multi-currency feature, the Mexican Peso and the Israeli New Shekels. With the introduction of these new currencies, there are a variety of consequential amendments needed to be made to the user agreement and bonus policy to include references to these currencies. These are set out below.

Clause 3.11 will be amended to read:

**3.11 Sending E-money in Multiple Currencies.** You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Australian Dollars, Czech Koruna, Danish Krone, Hong Kong Dollar, Hungarian Forint, Israeli New Shekels, Mexican Peso, New Zealand Dollar, Norwegian Krone, Polish Zloty, Singapore Dollar, Swedish Krona and Swiss Franc. When you are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant's requested currency, or in your primary currency (in some cases, the merchant may not give you a choice). If you send E-money in a currency that is not your primary currency, we follow these practices:

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

The Exchange Rate & Fee in section 8 of this Agreement will apply whenever PayPal performs a currency conversion.

Clause 8 with respect to mass payment fees will be amended to read:

<b>Sending Payments through Mass Payments</b>	<b>2% up to a maximum of the "Payment Cap" per recipient</b>	<b>Payment Cap</b> (depending on the payment currency): £0.65 GBP, €0.85 EUR, \$1.00 USD, \$1.25 CAD, ¥120 JPY, \$1.25 AUD, 1.30 CHF, 6.75 NOK, 9.00 SEK, 6.00 DKK, 3.00 PLN, 210 HUF, 24.00 CZK, \$1.60 SGD, \$7.00 HKD, 4.00 ILS, \$11.00 MXN, \$1.50 NZD
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Clause 8 with respect to fees for receiving card funded payments will be amended to read:

<b>Receiving Card Funded Payments into a Personal Account (limited to 2 per 12 month period, no limit if the funds are received via Skype)</b>	<b>3.4%+ Fixed Fee for each domestic payment transaction 3.9% + Fixed Fee for each cross border payment transaction</b>	<b>Fixed Fee</b> (depending on the payment currency): £0.20 GBP, €0.35 EUR, \$0.30 USD, \$0.55 CAD, ¥40 JPY, \$0.40 AUD, 0.55 CHF, 2.80 NOK, 3.25 SEK, 2.60 DKK, 1.35 PLN, 90 HUF, 10.00 CZK, \$0.50 SGD, \$2.85 HKD, 1.20 ILS, \$4.00 MXN, \$0.45 NZD
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Clause 8 with respect to fees for chargebacks will be amended to read:

<b>Chargeback Fee</b>	<b>An amount equal to the Settlement Fee per Chargeback filed unless you are protected by the Seller Protection Policy.</b>	<b>Settlement Fee</b> (depending on currency): £7.00 GBP, €11.25 EUR, \$15.00 CAD, \$10.00 USD, ¥1,300 JPY, \$15.00 AUD, 10.00 CHF, 65.00 NOK, 80.00 SEK, 60.00 DKK, 30.00 PLN, 2,000 HUF, 250.00 CZK, \$15.00 SGD, \$75.00 HKD, 40.00 ILS, \$110.00 MXN, \$15.00 NZD
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Clause 11.2 with respect to the amounts available for re-imbursalment for the seller protection programme will be amended to read:

11.2. Coverage. The Seller Protection Policy is limited to the following payout amounts per year for combined eligible Chargebacks and Reversals:

- £3,250.00 GBP
- \$5,000.00 USD
- \$6,500.00 CAD
- €4,000.00 EUR
- ¥550,000 JPY
- \$7,000.00 AUD
- 6,500.00 CHF
- 3,300.00 NOK
- 40,000.00 SEK
- 31,000.00 DKK
- 16,000.00 PLN
- 1,080,000 HUF
- 120,000.00 CZK
- \$81,000.00 SGD
- \$38,000.00 HKD

- 20,000.00 ILS
- \$55,000.00 MXN
- \$7,700.00 NZD

Clause 11.3(g) with respect to the qualification criteria for seller protection programme will be amended to read:

"You must have trackable online proof of delivery from an independent shipper to the address on the "Transaction Details" page. For transactions involving an amount equal to the £150.00 GBP or more (or, if the transaction is in a different currency, if the transaction exceeds \$325.00 CAD, €200.00 EUR, \$250.00 USD, ¥28,000 JPY, \$350.00 AUD, 330.00 CHF, 1,600.00 NOK, 2,000.00 SEK, 1,500.00 SKK, 800.00 PLN, 55,000 HUF, 6,000.00 CZK, \$400.00 SGD, \$2,000.00 HKD, 1,000.00 ILS, \$2,750.00 MXN, \$380.00 NZD, depending on the transaction currency.) , you must provide a proof of receipt that was signed or otherwise acknowledged by the buyer,"

The amounts in the Bonus Policy in paragraph 2v(a), 2v(c) and 2v(g) will be amended to read:

2v(a) **Initial Payout.** When the Merchant reaches £150.00 GBP in NMS and has become Verified, the initial £0.50 GBP bonus will be credited to your PayPal account.

If the merchant's Primary Balance is in a currency other than Pounds Sterling, the Initial Payout will be determined according to the following schedule:

Currency of Primary Balance	\$200.00 USD NMS Equivalent
Canadian Dollars	\$300.00 CAD
Euros	€200.00 EUR
Pounds Sterling	£150.00 GBP
Yen	¥20,000 JPY
US Dollars	\$200.00 USD
Swiss Franc	300.00 CHF
Norwegian Krone	1,600.00 NOK
Swedish Krona	2,000.00 SEK
Danish Krona	1,500.00 DKK
Polish Zloty	800.00 PLN
Hungarian Forint	55,000 HUF
Czech Koruna	6,000.00 CZK
Singapore Dollar	\$400.00 SGD
Hong Kong Dollar	\$1,900.00 HKD
New Zealand Dollar	\$380.00 NZD
Mexican Peso	\$22,000.00 MXN
Israeli New Shekel	800.00 ILS

2v(b) If your Primary Currency is in a currency other than Pounds Sterling currency, your Initial Payout will be awarded according to the following schedule:

Currency of Primary Balance	Merchant Referral Bonus Amount
Canadian Dollars	\$1.50 CAD
Euros	€1.00 EUR
US Dollars	\$1.00 USD
Yen	¥100 JPY
Swiss Franc	1.30 CHF
Norwegian Krone	6.75 NOK
Swedish Krona	9.00 SEK
Danish Krona	6.00 DKK
Polish Zloty	3.00 PLN
Hungarian Forint	210 HUF
Czech Koruna	24.00 CZK
Singapore Dollar	\$1.60 SGD

Hong Kong Dollar	\$7.00 HKD
New Zealand Dollar	\$1.50 NZD
Mexican Peso	\$15.00 MXN
Israeli New Shekel	5.50 ILS

**2v(d)Maximum Payouts.** You may only receive up to £750.00 GBP in combined Initial and Residual Payouts per referred Merchant. The total of your bonus may not exceed PayPal's revenue for the volume that you have driven. If your Primary Balance is in a currency other than Pounds Sterling, your maximum payout will be determined according to the following schedule:

Currency of Primary Balance	Merchant Referral Bonus Amount
Canadian Dollars	\$1,500.00 CAD
Euro	€1,000.00 EUR
US Dollars	\$1,000.00 USD
Yen	¥100,000 JPY
Swiss Franc	1,300.00 CHF
Norwegian Krone	6,800.00 NOK
Swedish Krona	8,000.00 SEK
Danish Krona	6,200.00 DKK
Polish Zloty	3,200.00 PLN
Hungarian Forint	210,000 HUF
Czech Koruna	25,000.00 CZK
Singapore Dollar	\$1,600.00 SGD
Hong Kong Dollar	\$7,700.00 HKD
New Zealand Dollar	\$1,500.00 NZD
Mexican Peso	\$110,000.00 MXN
Israeli New Shekel	4,000.00 ILS

(2) PayPal is amending the manner in which the expanded use fee is re-imbursed to customers. Clause 8 with respect to the payment of the expanded use fee will be amended to read:

<b>Expanded Use Fee</b>	Depending on currency £1.00 GBP, €1.50 EUR, \$1.95 USD, \$2.45 CAD, ¥200 JPY, \$2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 400 HUF, 50.00 CZK, \$3.00 SGD, \$15.00 HKD, \$3.00 NZD	<b>This amount will be credited to your PayPal account when you successfully link and confirm your card.</b>
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(3) PayPal is adding a provision with respect to the manner by which it makes available its software to its customers. A new clause 14.9 will be added to read:

**14.9 Licence grant.** PayPal and its licensors grant you a limited nonexclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal.

### Amendment to the PayPal Privacy Policy

Effective Date: May 07, 2008

 [Print](#)

- **Amendment to the PayPal Privacy Policy**

Beginning 7 May 2008, the PayPal Privacy Policy is being amended to provide for further third parties that we may disclose customer information and to clarify the purposes to which this information is disclosed.

- **Amendment to the PayPal Privacy Policy**

Beginning 7 May 2008, the PayPal Privacy Policy is being amended to provide for further third parties that we may disclose customer information and to clarify the purposes to which this information is disclosed to third parties. The privacy policy will also be amended to remove references to the merchant referral bonus.

- **Amendment to the PayPal User Agreement**

Effective Date: May 07, 2008

 [Print](#)

- **Sending E-money in Multiple Currencies**

Beginning 7 May 2008 the PayPal User Agreement is being amended as follows:

(1) PayPal is pleased to announce that it will be introducing two new currencies as part of its multi-currency feature, the Mexican Peso and the Israeli New Shekels. With the introduction of these new currencies, there are a variety of consequential amendments needed to be made to the user agreement and bonus policy to include references to these currencies. These are set out below.

Clause 3.11 will be amended to read:

**3.11 Sending E-money in Multiple Currencies.** You may Send Money in U.S. Dollars, Canadian Dollars, Euros, Pounds Sterling, Yen, Australian Dollars, Czech Koruna, Danish Krone, Hong Kong Dollar, Hungarian Forint, Israeli New Shekels, Mexican Peso, New Zealand Dollar, Norwegian Krone, Polish Zloty, Singapore Dollar, Swedish Krona and Swiss Franc. When you are sending money to a merchant who has requested a currency that is different than your primary currency, you will need to specify whether you want to pay the merchant in the merchant's requested currency, or in your primary currency (in some cases, the merchant may not give you a choice). If you send E-money in a currency that is not your primary currency, we follow these practices:

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

The Exchange Rate & Fee in section 8 of this Agreement will apply whenever PayPal performs a currency conversion.

Clause 8 with respect to mass payment fees will be amended to read:

<b>Sending Payments through Mass Payments</b>	<b>2% up to a maximum of the "Payment Cap" per recipient</b>	<b>Payment Cap</b> (depending on the payment currency): £0.65 GBP, €0.85 EUR, \$1.00 USD, \$1.25 CAD, ¥120 JPY, \$1.25 AUD, 1.30 CHF, 6.75 NOK, 9.00 SEK, 6.00 DKK, 3.00 PLN, 210 HUF, 24.00 CZK, \$1.60 SGD, \$7.00 HKD, 4.00 ILS, \$11.00 MXN, \$1.50 NZD
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Clause 8 with respect to fees for receiving card funded payments will be amended to read:

<b>Receiving Card Funded Payments into a Personal Account (limited to 2 per 12 month period, no limit if the funds are received via Skype)</b>	<b>3.4%+ Fixed Fee for each domestic payment transaction</b> <b>3.9%+ Fixed Fee for each cross border payment transaction</b>	<b>Fixed Fee</b> (depending on the payment currency): £0.20 GBP, €0.35 EUR, \$0.30 USD, \$0.55 CAD, ¥40 JPY, \$0.40 AUD, 0.55 CHF, 2.80 NOK, 3.25 SEK, 2.60 DKK, 1.35 PLN, 90 HUF, 10.00 CZK, \$0.50 SGD, \$2.85 HKD, 1.20 ILS, \$4.00 MXN, \$0.45 NZD
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Clause 8 with respect to fees for chargebacks will be amended to read:

<b>Chargeback Fee</b>	<b>An amount equal to the Settlement Fee per Chargeback filed unless you are protected by the Seller Protection Policy.</b>	<b>Settlement Fee</b> (depending on currency): £7.00 GBP, €11.25 EUR, \$15.00 CAD, \$10.00 USD, ¥1,300 JPY, \$15.00 AUD, 10.00 CHF, 65.00 NOK, 80.00 SEK, 60.00 DKK, 30.00 PLN, 2,000 HUF, 250.00 CZK, \$15.00 SGD, \$75.00 HKD, 40.00 ILS, \$110.00 MXN, \$15.00 NZD
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Clause 11.2 with respect to the amounts available for re-imbursalment for the seller protection programme will be amended to read:

11.2. Coverage. The Seller Protection Policy is limited to the following payout amounts per year for combined eligible Chargebacks and Reversals:

- £3,250.00 GBP

- \$5,000.00 USD
- \$6,500.00 CAD
- €4,000.00 EUR
- ¥550,000 JPY
- \$7,000.00 AUD
- 6,500.00 CHF
- 3,300.00 NOK
- 40,000.00 SEK
- 31,000.00 DKK
- 16,000.00 PLN
- 1,080,000 HUF
- 120,000.00 CZK
- \$81,000.00 SGD
- \$38,000.00 HKD
- 20,000.00 ILS
- \$55,000.00 MXN
- \$7,700.00 NZD

Clause 11.3(g) with respect to the qualification criteria for seller protection programme will be amended to read:

"You must have trackable online proof of delivery from an independent shipper to the address on the "Transaction Details" page. For transactions involving an amount equal to the £150.00 GBP or more (or, if the transaction is in a different currency, if the transaction exceeds \$325.00 CAD, €200.00 EUR, \$250.00 USD, ¥28,000 JPY, \$350.00 AUD, 330.00 CHF, 1,600.00 NOK, 2,000.00 SEK, 1,500.00 SKK, 800.00 PLN, 55,000 HUF, 6,000.00 CZK, \$400.00 SGD, \$2,000.00 HKD, 1,000.00 ILS, \$2,750.00 MXN, \$380.00 NZD, depending on the transaction currency.) , you must provide a proof of receipt that was signed or otherwise acknowledged by the buyer,"

The amounts in the Bonus Policy in paragraph 2vi(a), 2vi(c) and 2vi(g) will be amended to read:

2vi(a) **Initial Payout.** When the Merchant reaches £150.00 GBP in NMS and has become Verified, the initial £0.50 GBP bonus will be credited to your PayPal account.

If the merchant's Primary Balance is in a currency other than Pounds Sterling, the Initial Payout will be determined according to the following schedule:

Currency of Primary Balance	\$200.00 USD NMS Equivalent
Canadian Dollars	\$300.00 CAD
Euros	€200.00 EUR
Pounds Sterling	£150.00 GBP
Yen	¥20,000 JPY
US Dollars	\$200.00 USD
Swiss Franc	300.00 CHF
Norwegian Krone	1,600.00 NOK
Swedish Krona	2,000.00 SEK
Danish Krona	1,500.00 DKK
Polish Zloty	800.00 PLN
Hungarian Forint	55,000 HUF
Czech Koruna	6,000.00 CZK
Singapore Dollar	\$400.00 SGD
Hong Kong Dollar	\$1,900.00 HKD
New Zealand Dollar	\$380.00 NZD
Mexican Peso	\$22,000.00 MXN
Israeli New Shekel	800.00 ILS

2vi(b) If your Primary Currency is in a currency other than Pounds Sterling currency, your Initial Payout will be awarded according to the following schedule:

Currency of Primary Balance	Merchant Referral Bonus Amount
Canadian Dollars	\$1.50 CAD

Euros	€1.00 EUR
US Dollars	\$1.00 USD
Yen	¥100 JPY
Swiss Franc	1.30 CHF
Norwegian Krone	6.75 NOK
Swedish Krona	9.00 SEK
Danish Krona	6.00 DKK
Polish Zloty	3.00 PLN
Hungarian Forint	210 HUF
Czech Koruna	24.00 CZK
Singapore Dollar	\$1.60 SGD
Hong Kong Dollar	\$7.00 HKD
New Zealand Dollar	\$1.50 NZD
Mexican Peso	\$15.00 MXN
Israeli New Shekel	5.50 ILS

**2vi(d) Maximum Payouts.** You may only receive up to £750.00 GBP in combined Initial and Residual Payouts per referred Merchant. The total of your bonus may not exceed PayPal's revenue for the volume that you have driven. If your Primary Balance is in a currency other than Pounds Sterling, your maximum payout will be determined according to the following schedule:

Currency of Primary Balance	Merchant Referral Bonus Amount
Canadian Dollars	\$1,500.00 CAD
Euro	€1,000.00 EUR
US Dollars	\$1,000.00 USD
Yen	¥100,000 JPY
Swiss Franc	1,300.00 CHF
Norwegian Krone	6,800.00 NOK
Swedish Krona	8,000.00 SEK
Danish Krona	6,200.00 DKK
Polish Zloty	3,200.00 PLN
Hungarian Forint	210,000 HUF
Czech Koruna	25,000.00 CZK
Singapore Dollar	\$1,600.00 SGD
Hong Kong Dollar	\$7,700.00 HKD
New Zealand Dollar	\$1,500.00 NZD
Mexican Peso	\$110,000.00 MXN
Israeli New Shekel	4,000.00 ILS

(2) PayPal is amending the manner in which the expanded use fee is re-imbursed to customers. Clause 8 with respect to the payment of the expanded use fee will be amended to read:

<b>Expanded Use Fee</b>	Depending on currency £1.00 GBP, €1.50 EUR, \$1.95 USD, \$2.45 CAD, ¥200 JPY, \$2.00 AUD, 3.00 CHF, 15.00 NOK, 15.00 SEK, 12.50 DKK, 6.50 PLN, 400 HUF, 50.00 CZK, \$3.00 SGD, \$15.00 HKD, \$3.00 NZD	<b>This amount will be credited to your PayPal account when you successfully link and confirm your card.</b>
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(3) PayPal is adding a provision with respect to the manner by which it makes available its software to its customers. A new clause 14.9 will be added to read:

**14.9 Licence grant.** PayPal and its licensors grant you a limited nonexclusive license to use PayPal's software in accordance with the documentation, including all updates, upgrades, new versions and

replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal.

### Amendment to the PayPal Privacy Policy

Effective Date: Mar 14, 2008

 [Print](#)

- **Amendment to the PayPal Privacy Policy**

PayPal is amending the PayPal Privacy Policy to add the details of its additional payment processing partners.

### Amendment to the PayPal User Agreement

Effective Date: Mar 14, 2008

 [Print](#)

- **10.7 eBay Item Holds**

PayPal is amending section 10.2 of the User Agreement to allow PayPal to take the actions described in that section if PayPal has reason to believe that you have engaged in any of the Restricted Activities. The prior language allowed PayPal to take the actions described in that section if you engaged in any of the Restricted Activities.

Beginning 14 March 2008, the PayPal User Agreement is being amended to include a new clause 10.7 as follows:

#### 10.7 eBay Item Holds.

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

### Amendment to the PayPal Privacy Policy

Effective Date: Mar 05, 2008

 [Print](#)

- **Amendment to the PayPal Privacy Policy**

PayPal is amending the PayPal Privacy Policy to add the details of its additional payment processing partners.

### Amendment to the PayPal User Agreement

Effective Date: Mar 05, 2008

 [Print](#)

- **Amendment to the PayPal User Agreement**

PayPal is amending section 10.2 of the User Agreement to allow PayPal to take the actions described in that section if PayPal has reason to believe that you have engaged in any of the Restricted Activities. The prior language allowed PayPal to take the actions described in that section if you engaged in any of the Restricted Activities.

### Amendment to the User Agreement and Privacy Policy

Effective Date: Jan 25, 2008

 [Print](#)

- **Restricted Activities**

Beginning 25 January 2008, the PayPal service, PayPal Europe User Agreement, and/or Privacy Policy (as



the case may be) will be amended as set out below.

#### Restricted Activities

The PayPal Europe User Agreement will be amended to clarify the restricted activity in clause 9.1(p) such that it will be amended to read: "In connection with your use of our website, your Account, or the Services, or in the course of your interactions with PayPal, a User or a third party, you will not allow your Account to have an amount reflecting an amount owing to us or otherwise undertake activity that does or may present a credit or fraud risk to us".

#### Payment Review

The PayPal Europe User Agreement will be amended to include the following new clause 4.5:

**"4.5 Payment Review.** Payment Review is a process by which PayPal reviews certain potentially high-risk payment transactions. If a payment is subject to Payment Review, PayPal will place a hold on the payment and provide notice to the seller to delay the shipping of the item. PayPal will conduct a review and either clear or reverse the payment. If the payment is cleared, PayPal will provide notice to the seller. Otherwise, PayPal will reverse the payment and the funds will be returned to the buyer. All payments that complete Payment Review are still subject to being reversed under the terms of this Agreement but will be Seller Protection Eligible if they meet the Seller Protection Policy requirements. PayPal will provide notices to you by email and/or in the Transaction History tab of your PayPal account. A payment subject to Payment Review is a review of the payment only and is implemented to reduce the risk of PayPal users receiving high risk transactions. A payment subject to Payment Review is not a review nor a representation by PayPal as to the commercial dealings or otherwise character or reputation of a party to the payment transaction and should not be considered as a lessening of the respect of any person."

#### Recurring payments

Clause 3.9 of the PayPal Europe User Agreement will be amended to clarify that PayPal is not obligated to verify or confirm the amount the merchant presents to PayPal for the purpose of processing a Recurring Payments. Merchant users also warrant to PayPal that the amounts they present to us to process as a Recurring Payment have been agreed and consented to by the buyer (including changes to these amounts).

#### Amendments to the PayPal Privacy Policy

The PayPal Europe Privacy Policy will be amended (i) to allow PayPal to contact you by telephone for the purposes of processing claims made via PayPal, and (ii) to provide for the disclosure of your personal data to additional recipients and/or countries.

### Amendment to User Agreement and Privacy Policy

Effective Date: Oct 25, 2007



[Print](#)

- **Bank withdrawal functionality for Luxembourg customers**

Beginning 25 October 2007, the PayPal service, PayPal Europe User Agreement, and/or Privacy Policy (as the case may be) will be amended as set out below.

#### Bank withdrawal functionality for Luxembourg customers

The PayPal Europe service will permit customers registered in Luxembourg to withdraw funds from their PayPal account into their applicable registered bank account.

#### American Express

The PayPal Europe service will permit customers in all countries within Europe to fund their payments with their American Express credit cards.

#### Clarifying a PayPal user's "verified" status and an amendment to the receiving and withdrawal limits

The PayPal Europe User Agreement will be amended to clarify how PayPal customers can obtain "Verified" status and to also amend the amounts and procedure required to lift your receiving and withdrawal limits.

To obtain verified status you must complete the following steps depending on your Account status:

For UK customers: Personal Account holders: 1) Set up Direct Debit; and 2) Complete the Random Deposit Process. Premier/Business Account holders: 1) Set up Direct Debit; (2) Complete the Random Deposit Process; and 3) Provide supplemental business information.

For French, Spanish and Dutch customers: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers); or 2) add a credit card and complete the Expanded Use Programme.

For Italian, Belgian, Polish and non PayPal localised European countries customers: add a credit card and complete the Expanded Use Programme.

In particular, customers will have an increased receiving limit of £1,700.00 GBP/€2,500.00 EUR which is measured each calendar beginning on the date there was activity on the PayPal account.

To increase this limit, a UK user will need to: 1) Set up Direct Debit and complete the Random Deposit Process 2) confirm their location via your telephone or post and complete the Expanded Use Programme and 3) for Premier and Business Account holders, provide supplemental business information.

For customers to lift their receiving limit in France, Spain and the Netherlands, they will need to: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers) or add a credit card and complete the Expanded Use Programme; 2) for Business and Premier Account holders, provide supplemental business information and 3) provide us with further documents in a manner and form which we may reasonable request

For customers to lift their receiving limit in Italy, Belgium, Poland and all other non-PayPal localised European countries they will need to: 1) add a credit card and complete the Expanded Use Programme; 2)

for Business and Premier Account holders, provide supplemental business information and 3) provide us with further documents in a manner and form which we may reasonable request.

The withdrawal limit on your Account is £500.00 GBP (or €750.00 EUR for non UK Users) per month (reset each month following the date you first opened your Account) or if this limit is not reached, £650.00 GBP (or €1,000.00 EUR for applicable non-UK Users) per calendar year starting from the date that payment activity first took place on your Account. In order to lift the withdrawal limit, customers will be required complete the steps set out below:

In the UK: 1) Set up Direct Debit and complete the Random Deposit Process; 2) confirm your location via your telephone or post; or complete the Expanded Use Programme and 3) for Premier and Business Account holders provide supplemental business information.

For French, Spanish and Dutch customers: 1) Set up Direct Debit and complete the Random Deposit Process (available to applicable customers); or 2) add a credit card and complete the Expanded Use Programme.

For Italian, Belgian, Polish and non PayPal localised European countries customers: add a credit card and complete the Expanded Use Programme.

#### **Clarification that Personal Account holders may receive a certain number of Card Funded Payments for eBay transactions**

The PayPal Europe User Agreement applicable to UK customers will be amended to clarify that Personal Account holders will be permitted to receive a certain number of Card Funded Payments as further highlighted in clause 8 of the User Agreement.

#### **Amendment to the PayPal Privacy Policy**

The PayPal Europe Privacy Policy will be amended (i) to allow PayPal to contact you by telephone for the purposes responding to your request for customer service and to inform you of potentially suspicious transactions, (ii) to provide for the disclosure of your personal data to additional recipients and/or countries, and (iii) to clarify that if you request that we validate your status as a PayPal customer with a third party, we will do so.

### **Amendment to the User Agreement and Privacy Policy**

Effective Date: Aug 23, 2007

 [Print](#)

- **Amendment to the User Agreement and Privacy Policy**

Beginning 23 August 2007, the PayPal Europe User Agreement will be amended to increase the amount of a fine for a breach of the Acceptable Use Policy from 350 GBP to up to 1,350 GBP. The PayPal Europe User Agreement will also be amended to clarify that applicable users who can use the PayPal mobile browser service will be liable to pay PayPal the standard merchant fee rate of 3.4% + 20p for every payment they receive via PayPal Mobile. The PayPal Europe Privacy Policy will also be amended to allow PayPal to contact you by telephone for the purposes of carrying out customer service surveys.

### **Amendment to the Buyer Complaint Policy and the PayPal Buyer Protection programme**

Effective Date: Jun 07, 2007

 [Print](#)

- **Amendment to the Buyer Complaint Policy and the PayPal Buyer Protection programme**

Beginning 7 June 2007, the PayPal (Europe) Ltd. Buyer Complaint Policy and the PayPal Buyer Protection programme will be amended. For users registered in the UK, Ireland, France, Italy, Belgium, Spain and The Netherlands, PayPal will no longer apply the terms of eBay's standard purchase protection programme to eligible claims, but will rather increase the scope of the PayPal Buyer Protection programme to generally cover all eBay listings up to a basic tier amount and to also cover all eligible listings up to a top tier amount. The terms of eligibility for a basic tier payment and a top tier payment will be dependent upon the terms of coverage set out on the relevant eBay site where the winning bid is placed. The terms of the Buyer Complaint Policy and the Buyer Protection Programme will also be amended to exclude claims relating to airline travel sales.

### **Amendment to the Payments (Sending, Receiving and Withdrawals) Policy**

Effective Date: May 03, 2007

 [Print](#)

- **Amendment to the Payments (Sending, Receiving and Withdrawals) Policy**

Beginning 3 May 2007, the PayPal (Europe) Ltd. Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for applicable French and Spanish account holders will have the option of either validating their bank account details or completing the Expanded Use programme.

### **Amendment to the Preapproved Payments Policy**

Effective Date: May 03, 2007

 [Print](#)

- **Amendment to the Preapproved Payments Policy**

Beginning 3 May 2007, the PayPal (Europe) Ltd. Pre-approved Payments Policy will be amended to set out the terms of PayPal's recurring billing functionality. In particular, the policy will be amended to set out the terms by which a buyer provides an advance authorisation to a merchant to allow that merchant to receive payments from the buyer's PayPal account directly on a one-time, regular or sporadic basis in accordance with the buyer's agreement with the merchant.

### **Amendment to the Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy**

Effective Date: Mar 08, 2007

 [Print](#)

- **Amendment to the Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy**

Beginning 8 March 2007, the PayPal (Europe) Ltd. Fee Schedule and Payments (Sending, Receiving and Withdrawals) Policy will be amended to reflect the fact that Personal Account holders will be able to accept an unlimited number of PayPal payments funded by cards which are also sent via Skype. There will be no change to the fees payable on receipt of card-funded payments.

### **Amendment to the Payments (Sending, Receiving and Withdrawals) Policy**

Effective Date: Mar 08, 2007

 [Print](#)

- **Amendment to the Payments (Sending, Receiving and Withdrawals) Policy**

Beginning 8 March 2007, the PayPal (Europe) Ltd. Payments (Sending, Receiving and Withdrawals) policy will be amended to reflect that the verification process for UK account holders will now only involve users setting up their bank accounts via direct debit, completing the 'random deposit' process and if you are a Premier or Business account holder, providing additional business information. UK verified users will still be required to complete the 'Expanded Use Process' to lift their withdrawal limit.

### **Amendment to the Privacy Policy**

Effective Date: Mar 08, 2007

 [Print](#)

- **Amendment to the Privacy Policy**

Beginning 8 March 2007, PayPal (Europe) Ltd. will expand section 3 of its Privacy policy, "Disclosure to Third Parties other than PayPal Customers" to include more detailed information on the third parties to whom it discloses personal and account information.

- **Amendment to the Privacy Policy**

Beginning 8 March 2007, the PayPal (Europe) Ltd. Privacy Policy will be amended to reference that a user's Skype ID will be a further form of personal information that will be processed by PayPal when users send funds or receive notification of a payment via PayPal using Skype.

### **User Agreement Updates**

Effective Date: Jan 17, 2007

 [Print](#)

- **User Agreement Updates**

Updated the US version of the User Agreement to provide concise and clearer language to help users understand PayPal's terms and conditions of use. Updated the PayPal Buyer Protection Policy for all European countries. Updated the Australian version of the User Agreement and Product Disclosure Statement. Updated the Gift Voucher Terms, Gift Voucher Merchant Terms And Conditions, and Gift Voucher Merchant Policy for US, Australia and all European countries to clarify the obligations of PayPal, the merchant, the purchaser and the recipient, and to clarify the terms surrounding the funding of the Gift Vouchers. Updated Section b., Receiving Payments, of the Fees Policy for all European countries. In the Withdrawals section of the Payments (Sending, Receiving and Withdrawals) Policy for the Czech Republic, updated the list of countries eligible for registering a local bank account. Added further information on PayPal's use of credit reference agencies in connection with customers who apply for and/or use the PayPal Website Payments Pro product to the Privacy Policy for all European countries. Changed the currency from GBP to EURO in Section 2.7, Liability, of the Spanish version of the User Agreement. Added a Financial Services Acceptable Use Policy for all countries. Added a Charities and Non-Profit Organisations Acceptable Use Policy for all European countries and Australia. Updated the Prescription Drugs and Devices, Illegal Drugs & Paraphernalia, Firearms, Weapons, and Knives, and Money Service Businesses Acceptable Use Policies for US. Updated the PayPal's Weapons and Knives and Firearms, Ammunition, Replicas, and Militaria Acceptable Use Policies for all European countries.

### **Amendment to the Merchant Gift Vouchers Policy**

Effective Date: Jan 11, 2007

 [Print](#)

- **Amendment to the Merchant Gift Vouchers Policy**

Beginning 11 January 2007, PayPal will amend the terms of the Merchant Gift Voucher Policy to clarify the obligations of PayPal, the merchant, the purchaser and the recipient, including the timeframes of when the funds represented by the gift voucher are available to the purchaser and the recipient. It will also clarify the terms surrounding the funding of the gift vouchers.

**Amendment to the Fees policy**

Effective Date: Jan 11, 2007



- **Amendment to the Fees policy**

Beginning 11 January 2007, PayPal will amend the terms of its Fees Policy by removing duplication of reference to certain fees which are found in the Fees Schedule.

**Amendment to the Privacy Policy**

Effective Date: Jan 11, 2007



- **Amendment to the Privacy Policy**

Beginning 11 January 2007, PayPal (Europe) Ltd. will expand section 3 of its Privacy policy, "Disclosure to Third Parties other than PayPal Customers" to include more detailed information on the third parties to whom it discloses personal and account information.

**Amendment to the User Agreement and policies**

Effective Date: Jan 11, 2007



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

Beginning 11 January 2007, PayPal will amend the terms of its Privacy policy by adding further information on PayPal's use of credit reference agencies in connection with customers who apply for and/or use the PayPal Website Payments Pro product.