

# Past Policy Updates

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

## **Notice of Amendment to PayPal Legal Agreements**

Issued: November 13, 2018 (for Effective Dates see each individual agreement below)

### **Please read this document.**

We're making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.

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

Please review the current [Legal Agreements](#) in effect.

## **Notice of amendment to the PayPal User Agreement.**

*Effective Date: November 13, 2018*

### **1. Local payment methods (LPMs)**

The opening paragraph of Section 5 of the PayPal User Agreement has been amended to clarify how further terms of use apply to merchants when they integrate into their online checkout/platform any functionality intended to enable a customer without an Account to send a payment to the merchant's Account (for instance, using alternative local payment methods). This includes the PayPal Local Payment Methods Agreement. The opening paragraph of Section 5 now reads as follows:

*"5. Receiving Money*

*PayPal may allow anybody (with or without a PayPal Account) to initiate a payment resulting in the issuance or transfer of E-money to your Account. By integrating into your online checkout/platform any functionality intended to enable a payer without an Account to send a payment to your Account, you agree to all further terms of use of that functionality which PayPal will make available to you on any page on the PayPal or Braintree website (including any page for developers and our [Legal Agreements](#) page) or online platform. Such further terms include the [PayPal Local Payment Methods Agreement](#).”*

## **Notice of Amendment to PayPal Legal Agreements**

Issued: Sept 11, 2018 (for Effective Dates see each individual agreement below)

### **Please read this document.**

We're making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.

You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Dates shown below. 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>) immediately without incurring any additional charges.

Please review the current [Legal Agreements](#) in effect

## **Notice of amendment to the PayPal User Agreement.**

Effective Date: Sept 11, 2018

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

Sections of the PayPal User Agreement have been amended:

to clarify and reorganise existing wording, including the following existing sections:

Section	Amendment
<b>Section 4.6 (Refused Transactions)</b>	This section is amended to clarify how PayPal will return any refunded or denied payments to you.
<b>Section 8.2 (Currency Conversion)</b>	This section is amended to clarify what happens when your transaction involves a currency conversion.
<b>Section A3.1 (Currency Conversion)</b>	This section is amended in line with the amendments to section 8.2.

; and

correct minor typographical errors.

## Notice of amendment to the PayPal User Agreement.

Effective Date: Sept 11, 2018

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

### 1. Funding Sources

We have amended section 3.1 (Linking your Funding Source) to clarify what we may do and what you may do if the information about your Funding Source changes (for instance, if your credit card expires). Section 3.1 now reads as follows (with amendments underlined):

***“3.1 Linking your Funding Source. You can link or unlink a debit card, a credit card, a pre-paid card (in certain cases), a bank account and/or PayPal Credit as a Funding Source for your Account. Please keep your Funding Source information current (i.e. credit card number and expiration date). If this information changes, we may update it at our sole discretion without any action on your part, according to information provided by your bank or card issuer and third parties (including but not limited to our financial services partners and the card networks). If you do not want us to update your Funding Source information, you may contact your bank or card issuer to request this or remove the Funding Source in your Account Profile. If we update your Funding Source information, we may retain any preference setting attached to it.*”**

*You may choose to confirm your card or bank account, so that we can verify that the card or bank account is valid and that you are its owner. We may allow you to do this by following the Link and Confirm Card process (for cards) or the Bank Confirmation process (for bank accounts) or other processes which we may notify to you or which we may publish from time to time.”*

## 2. Errors

Section 12.6 (Errors) has been amended to clarify for the avoidance of doubt what happens when there is an error in your Account. Section 12.6 now reads as follows (with amendments underlined):

***“12.6 Errors. If we discover a processing error, we will rectify the error.***

*If the error resulted in you 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 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 is not liable for the non-execution or defective execution of a payment transaction (whether initiated by yourself or anyone else) if you have failed to notify PayPal about the issue without undue delay after becoming aware of the issue and in any event within 13 months after the debit date of the payment transaction.”*

## 3. Currency Conversion

Section 8.2 (Currency Conversion) has been amended further to clarify what happens when you opt out of a currency conversion by PayPal before you complete your payment during checkout. The relevant part of section 8.2 now reads as follows (presented in context with the clause heading, with added wording underlined):

***“8.2 Currency Conversion.***

...

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

...”

#### **4. Fees – Personal Transaction payments**

We are pleased to announce that:

you won't be charged any fees (except in respect of Currency Conversion) to send a Domestic Personal Transaction payment (i.e. a Personal Transaction payment to another User with their registered address in the same country);

you won't be charged any fees (except in respect of Currency Conversion) to send a Cross Border Personal Transaction payment in Euro or Swedish Krona to another User with their registered address in the European Economic Area; and

you will no longer be charged the Additional Personal Transaction payment Fee for Cross Border Personal Transaction payments.

Section A1 of Schedule 1 now reads as follows (with amendments underlined):

#### ***“A1. Personal Transaction payment Fees***

*Note that the sender pays the Fee. Please see A4.2.3 of this Schedule 1 for more information.*

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

*Where there is stated to be a percentage-based Fee and/or Fixed Fee component, please refer to A4.5, A4.6 or A4.7 of this Schedule 1 for more details.*

#### ***A1.1 Domestic Personal Transaction payment Fees***

<u>Activity</u>	<u>Fee</u>
<u><i>Sending a Domestic Personal Transaction payment</i></u>	<u><i>Free (when no currency conversion is involved)</i></u>

#### ***A1.2 Cross Border Personal Transaction payments***

##### ***A1.2.1 Cross Border Personal Transaction payments sent to the EEA in Euro or Swedish Krona***

<u>Activity</u>	<u>Fee.</u>
<u><i>Sending a Cross Border Personal</i></u>	<u><i>Free (when no currency conversion is involved)</i></u>

<u>Transaction payment to the EEA in Euro or Swedish Krona</u>	
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**A1.2.2 Other Cross Border Personal Transaction payments**

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

Step 1. Find the country in which the recipient’s registered address is located. See A4.4 of the Schedule I for further reference. Ask the recipient if you are not sure (second column).

Step 2. Find the applicable Personal Transaction payment Fee (third column).

<u>Activity</u>	<u>Country of recipient’s Account</u>	<u>Personal Transaction payment Fee</u>
		<u>^^</u>
<u>Sending a Cross Border Personal Transaction payment</u>	<u>US, Canada, Northern Europe, Europe I, Europe II</u>	<u>1.99 EUR</u>
	<u>Any other country<sup>^</sup></u>	<u>3.99 EUR</u>

<sup>^</sup>Subject to service availability for the recipient registered in the given country.

<sup>^^</sup>See A4.7 of this Schedule 1 below..”

**5. Fees – Charity Pricing**

We are increasing the Charity Fixed Fee at section A3.9.1 (Charity Fixed Fee) in Schedule 1 for receiving payments in Brazilian Real (where available) from 0.40 Brazilian Real to 0.60 Brazilian Real. We have amended the relevant part of section A3.9.1 (Charity Fixed Fee) in Schedule 1 as follows with amended text underlined:

**“A3.9.1 Charity Fixed Fee**

*Depending on the payment currency received:*

...

<i>Brazilian Real:</i>	<u>0.60</u> BRL
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...”

## 6. Other changes

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

## Notice of Amendment to PayPal Legal Agreements

Issued: May 31, 2018 (for Effective Dates see each individual agreement below)

### Please read this document.

We’re making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.

You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Dates shown below. 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.

Please review the current [Legal Agreements](#) in effect

### Notice of amendment to the PayPal User Agreement.

Effective Date: Aug 31, 2018

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

## 1. Other changes

Sections of the PayPal User Agreement have been amended correct minor typographical errors.

## **Notice of amendment to the PayPal Acceptable Use Policy.**

Effective Date: Aug 31, 2018

You can find the amended PayPal Acceptable Use Policy below the version of that document currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

### **1. Hate, violence, racial intolerance and the financial exploitation of a crime**

We are clarifying the provision of the Acceptable Use Policy related to hate, violence, racial intolerance and the financial exploitation of a crime. That provision is amended to read as follows (presented in context with its root clauses and with added wording underlined):

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

## **Notice of Amendment to PayPal Legal Agreements**

Issued: Feb 28, 2018 (for Effective Dates see each individual agreement below)

**Please read this document.**

We’re making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.



You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Dates shown below. 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 faster**

You don't have to type in your card details each time you pay, so you can check out faster online.

**It's easier**

PayPal is the preferred web payment method in Luxembourg 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 [Legal Agreements](#) in effect

**Notice of amendment to the PayPal User Agreement.**

Effective Date: February 28, 2018

**1. Notice of the new Preferred Funding Source framework for Users with registered addresses in Luxembourg**

This notice is made in accordance with section 3.6 of the PayPal User Agreement.

With effect on and from February 28, 2018, if you are a User with your registered address with your registered address in Luxembourg, PayPal may disapply section 3.6.c. and use your Preferred Funding Source to obtain E-money to cover certain Payment Orders even if you have pre-existing Balance, subject further to the terms of the PayPal User Agreement. Section 3.6 of the PayPal User Agreement has been amended accordingly.

**Notice of amendment to the PayPal User Agreement.**

Effective Date: May 25, 2018

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

## 1. Control and protection of personal data

When you use PayPal’s services to receive payments from your customers, both you and PayPal will be using the personal data of those customers. We have amended section 5.7 to outline PayPal’s and your agreed respective positions at law (and your obligations) regarding the use of personal data of your customers and other individuals in connection with your use of PayPal’s services. Section 5.7 now reads as follows (with added wording underlined):

*“5.7 Your Refund Policy, Data Protection, Privacy Policy and Security. We recommend that if you are selling goods or services you have a published return policy and a published privacy policy on your website.*

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

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

*In complying with the Data Protection Laws, PayPal and the Merchant shall, without limitation:*

*a. implement and maintain at all times all appropriate security measures in relation to the processing of personal data;*

*b. maintain a record of all processing activities carried out under this Agreement;*  
*and*

c. not knowingly do anything or permit anything to be done which might lead to a breach by the other party of the Data Protection Laws.

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

## **2. Holds according to your instructions**

We have added a new section 5.8 headed “**Holds according to your instructions**” to outline what happens when you use PayPal functionality that allows you (whether directly or via someone you permit to act on your behalf, like an online marketplace platform on which you transact as a seller) to instruct PayPal to hold your funds for a certain period of time. New section 5.8 reads as follows:

“5.8 Holds according to your instructions. Certain PayPal functionality may allow you (whether directly or via someone you permit to act on your behalf under section 15.9a, like an online marketplace platform on which you transact as a seller) to instruct PayPal to hold your funds (including the proceeds of payments you receive using PayPal) in your Reserve Account. In such a case we will show you the availability status of those funds in your PayPal Balance – the status descriptions may differ according to the functionality you used to instruct us to place the hold. PayPal will release the hold on the funds according to the instruction that you (or the entity that you have permitted to act on your behalf under section 15.9a) give to PayPal, subject to the rest of this Agreement.”

## **3. Examples of items/transactions/cases that are not eligible for PayPal seller protection**

We have amended section 11.10c (root section 11.10 headed “What are examples of items/transactions/cases that are not eligible for PayPal seller protection?”) to clarify that all transactions processed otherwise than through the buyer’s PayPal account or as a PayPal guest checkout transaction are not eligible for coverage under PayPal seller protection. Section 11.10c (presented in context with the root clause) now reads as follows (with added/amended wording underlined):

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

...

c. Transactions processed otherwise than through the buyer's PayPal account or as a PayPal guest checkout transaction. For example, if the payment was received as a direct card payment (including through Zong, Website Payment Pro (PayPal Direct Payment and Virtual Termina)), then it is not eligible for coverage."

#### **4. Fees - Personal Transaction payment Fees**

We have made amendments to:

Section A1 of Schedule 1, which outlines how Fees relating to Personal Transaction payments are calculated; and

Section A4 of Schedule 1 (Glossary),

which:

outline that only the sender (not the recipient) now pays the Personal Transaction payment Fees;

clarify the Fees charged for sending a Domestic Personal Transaction payment from Balance automatically obtained from a pre-paid card;

clarify how we calculate and collect from you Fees charged in different currencies when you send a payment; and

introduce a new Fee framework for sending Cross Border Personal Transaction payments, under which you will pay to PayPal:

a fixed Personal Transaction payment Fee depending on the country of the recipient's Account; and

for the portion of the payment amount sent from Balance automatically obtained for the payment from all Funding Sources other than bank account, an additional Personal Transaction payment Fee of 3.4% plus Fixed Fee (charged in the currency in which your payment is received).

Sections A1 and A4 of Schedule 1 now read as follows (with added wording underlined):

***"A1. Personal Transaction payment Fees***

***Note that the sender pays the Fee. Please see A4.2.3 of this Schedule 1 for more information.***

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

Where there is stated to be a percentage-based Fee and/or Fixed Fee component, please refer to A4.5, A4.6 and A4.7 of this Schedule 1 for more details.

**A1.1 Domestic Personal Transaction payment Fees**

<b>Activity</b>	<b><u>Fee for the portion of the payment amount sent from:</u> - existing Balance; or - Balance automatically obtained for the payment from bank account.</b>	<b><u>Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all other Funding Sources.</u></b>
<b><u>Sending a Domestic Personal Transaction payment from your Balance</u></b>	Free (when no currency conversion is involved)	3.4% + Fixed Fee

**A1.2 Cross Border Personal Transaction payment Fees**

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

**Step 1. Find the country in which the recipient's registered address is located. See A4.4 of this Schedule 1 for further reference. Ask the recipient if you are not sure** (second column).

**Step 2. Find the applicable Personal Transaction payment Fee (and, where applicable, the Additional Personal Transaction payment Fee)** (third and fourth columns).

<b><u>Activity</u></b>	<b><u>Country of recipient's Account</u></b>	<b><u>Personal Transaction payment Fee</u></b>  ^  ^^^	<b><u>Additional Personal Transaction payment Fee for the portion of the payment amount sent from Balance automatically obtained for the payment</u></b>

			<u>from all Funding Sources other than bank account ^</u>
<u>Sending a Cross Border Personal Transaction payment from your Balance</u>	<u>US, Canada, Northern Europe, Europe I, Europe II</u>	<u>1.99 EUR</u>	<u>3.4% + Fixed Fee (charged in the currency in which your payment is received)</u>
	<u>Any other country^^</u>	<u>3.99 EUR</u>	

**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.

^ Subject to service availability for the recipient registered in the given country.

^^ If the payment is received in a different currency, this fee will be converted into and payable in the received currency (for which our Currency Conversion Fee applies) in line with A4.7 of this Schedule 1 below.

...

#### **A4. Glossary**

**A4.1 A "Commercial Transaction"** payment involves buying and selling goods and services, making any other commercial transaction or receiving payments when you "request money" using PayPal.

**A4.2 A "Personal Transaction"** payment involves sending money (initiated from the "Friends and Family" tab of the "Send Money" flow) to, and receiving money into your PayPal Account from, friends and family without making an underlying commercial transaction (that is, the payment is not for the purchase of goods or services or for making any other commercial transaction).

If you are making a commercial transaction (for instance 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:*

*A4.2.1 you cannot send money for a Personal Transaction from some countries (including China and (in some cases) Germany);*

*A4.2.2 Brazilian and Indian registered Accounts may neither send nor receive Personal Transaction payments. This means that you cannot send Personal Transaction payments to Brazilian or Indian registered Accounts; and*

*A4.2.3 the sender pays the **Fee**.*

*A4.3 A "Domestic" payment occurs when both the sender and receiver are registered with PayPal as resident in the same country.*

*A4.4 A "Cross Border" payment occurs when the sender and receiver are registered with PayPal as resident in different countries. Certain countries are grouped together as follows for ease of reference when calculating Cross Border payment Fees:*

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

*A4.5 **Percentage-based fees** (such as 3.4%) refer to an amount equal to that percentage of the payment amount, which (unless otherwise stated) is charged in the currency in which the payment is received.*

*A4.6 **Fixed Fees for Commercial Transaction payments and Personal Transaction payments (unless otherwise stated)** are based on the currency in which the payment is received, as follows:*

<b>Currency:</b>	<b>Fee:</b>	<b>Currency:</b>	<b>Fee:</b>
Australian Dollar:	0.30 AUD	New Zealand Dollar:	0.45 NZD
Brazilian Real:	0.60 BRL	Norwegian Krone:	2.80 NOK

<i>Canadian Dollar:</i>	<i>0.30 CAD</i>	<i>Philippine Peso:</i>	<i>15.00 PHP</i>
<i>Czech Koruna:</i>	<i>10.00 CZK</i>	<i>Polish Zloty:</i>	<i>1.35 PLN</i>
<i>Danish Kroner:</i>	<i>2.60 DKK</i>	<i>Russian Ruble:</i>	<i>10.00 RUB</i>
<i>Euro:</i>	<i>0.35 EUR</i>	<i>Singapore Dollar:</i>	<i>0.50 SGD</i>
<i>Hong Kong Dollar:</i>	<i>2.35 HKD</i>	<i>Swedish Krona:</i>	<i>3.25 SEK</i>
<i>Hungarian Forint:</i>	<i>90.00 HUF</i>	<i>Swiss Franc:</i>	<i>0.55 CHF</i>
<i>Israeli New Shekel:</i>	<i>1.20 ILS</i>	<i>New Taiwan Dollar:</i>	<i>10.00 TWD</i>
<i>Japanese Yen:</i>	<i>40.00 JPY</i>	<i>Thai Baht:</i>	<i>11.00 THB</i>
<i>Malaysian Ringgit:</i>	<i>2.00 MYR</i>	<i>U.K. Pounds Sterling:</i>	<i>0.20 GBP</i>
<i>Mexican Peso:</i>	<i>4.00 MXN</i>	<i>U.S. Dollar:</i>	<i>0.30 USD</i>

**A4.7 Fees charged in different currencies for sending payments:** Some Fees are payable by you to PayPal in currencies that are different than the currency of the Balance(s) from which you send the payment amount. In such a case, we will perform a currency conversion (pursuant to section 8.2, for which we will charge you a Currency Conversion Fee as set out in section A3.1 of Schedule 1) from the currency of each relevant initial Balance into the currency in which the Fee is payable and we will collect your Fees from the converted Balance.”

## 5. Other changes

Sections of the PayPal User Agreement have been amended:

to clarify and reorganise existing wording, including the following existing sections:

<b>Section</b>	<b>Amendment</b>
<b>4.10 Sending E-money in Multiple Currencies.</b>	This section is now headed “Sending E-money in different currencies” and is amended to clarify further how payments may be sent in different currencies.
<b>5.5 Receiving Money in Multiple Currencies.</b>	This section is now headed “Receiving Money in different currencies”.
<b>16 Definitions</b>	This section is amended to:  clarify the definition of “Funding Source” (including a clarification that a pre-paid card can count as a



	<p>Funding Source in certain cases) and “<i>European Economic Area</i>”/”EEA”; and</p> <p>introduce the following new defined terms: <i>data controller, controller, data processor, processor, data subject, Data Protection Laws, personal data and processing.</i></p>
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; and

correct minor typographical errors.

## **Notice of amendment to the PayPal Privacy Policy**

Effective Date: **May 25, 2018**

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

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

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

## **Notice of Amendment to PayPal Legal Agreements**

Issued: Oct 9, 2017 (for Effective Dates see each individual agreement below)

## **Please read this document.**

We're making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.

You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Dates shown below. 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 faster**

You don't have to type in your card details each time you pay, so you can check out faster online.

### **It's easier**

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

Please review the current [Legal Agreements](#) in effect

## **Notice of amendment to the PayPal User Agreement.**

Effective Date: Jan 09, 2018

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the "Legal" or "Legal Agreements" footer on most PayPal site pages.

### **1. Your compliance with laws and regulations**

More than ever, our lives are affected by constantly changing policies, laws and regulations. If you especially use PayPal for a business that potentially involves regulated activity, licensed activity, export or import activity, taxes or foreign currency transactions, we want to remind you

that 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 PayPal's services.

We have updated the "Important Information – Key Risks and Terms" section (the text before section 1) accordingly to clarify this point. It now reads as follows (with added wording underlined):

*"IMPORTANT INFORMATION – KEY RISKS AND TERMS*

...

*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 Services, including but not limited to, those related to regulated activity, licensed activity, export or import activity, taxes or foreign currency transactions.*

... ”

## **2. Languages**

We have amended the section headed "Entering into this Agreement" and section 1.4 (formerly "Notices to You" and now headed "Communicating with You") to clarify the language(s) in which the User Agreement is concluded and the language(s) we may communicate with you.

The relevant part of the section headed "Entering into this Agreement" now reads as follows (with added wording underlined):

*"...This Agreement is provided to you and concluded in English only. ... ”*

The relevant part of section 1.4 (formerly "Notices to You" and now headed "Communicating with You") now reads as follows (with added wording underlined):

### **1.4 Communicating with You.**

**1.4.1 Languages.** *This Agreement is concluded in English only. We will communicate with you in English only.*

**1.4.2 Notices to You.** *... ”*

## **3. Withdrawing/Redeeming E-money held in a currency other than your Account's primary currency**

We have amended sections 6.1 and 6.4 to clarify situations in which a currency conversion by PayPal may apply (in which case PayPal may charge a Currency Conversion Fee as set out in section A3.1.1. of Schedule 1). Sections 6.1 and 6.4 now read as follows (with added/amended wording underlined):

***“6.1 How to Withdraw/Redeem E-money.*** *You may withdraw funds by electronically transferring them to your bank account (this withdrawal/redemption functionality is sometimes known as “transfer to bank”) 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 or card into which you request the redemption of E-money must be denominated in the primary currency of your Account or another currency that PayPal supports for your country of residence. Balances will be redeemed in the primary currency of your Account. This means that:*

*a. If you withdraw a balance held in a currency other than the primary currency of your Account, you will be charged a Currency Conversion Fee as set out in section A3.1.1 of Schedule 1 to convert it to your primary currency balance (pursuant to section 8.2).*

*b. If you withdraw to a bank account or card held in a currency other than the primary currency of your Account, you will be charged a Currency Conversion Fee as set out in section A3.1.1 of Schedule 1 for the conversion of the withdrawn currency amount into currency of your bank account or card (pursuant to section 8.2).*

*See also section 6.4 if your Account holds a balance in multiple currencies.*

...

***6.4 Withdrawing Money in Multiple Currencies.*** *If you have multiple currencies in your Balance, you will be able to choose from those when you withdraw funds, but, unless otherwise agreed, the withdrawal will take place in the primary currency of your Account. If you are able to withdraw to your branded MasterCard or Visa card, your withdrawal may be subject to a fee as stated in Schedule 1 of this Agreement and may take place in a different currency to your primary currency depending on whether PayPal can support the withdrawal into the card’s base currency. See section 6.1 for how you may be charged a Currency Conversion Fee to convert from or into the primary currency of your Account when withdrawing your Balance.”*

#### **4. Currency Conversion**

We have amended section 8.2 (Currency Conversion) and section A3.1 of Schedule 1 (Other Fees - Currency Conversion) to clarify what happens when your transaction involves a currency

conversion by PayPal. Section 8.2 and section A3.1 of Schedule 1 now read as follows (with added/amended wording underlined):

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

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

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

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

Where a currency conversion is offered by PayPal to you when you make your transaction, you will be shown the exchange rate (which includes the Currency Conversion Fee) 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 shown (which includes the Currency Conversion Fee).

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.

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.

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

If you receive a payment in a currency other than the primary currency of your Account from anyone who doesn't have a PayPal Account, the payment amount will be converted into the primary currency of your Account by PayPal for you at the time the payment is made, in accordance with this section 8.2 (except where otherwise agreed by PayPal) and you agree to bear the Currency Conversion Fee at section A3.1.1 of Schedule 1 of this Agreement (which is included in the exchange rate you pay), before any other transaction fees apply.

...

***A3.1.1 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:***

*2.5% above the Base Exchange Rate.*

***A3.1.2 For all other transactions involving a currency conversion and for which the seller has not agreed to bear the conversion fee:***

*4.0% above the Base Exchange Rate*

## **5. PayPal Buyer Protection**

Section 13.3 is amended to clarify that:

PayPal may at its sole discretion automatically close any Dispute or Claim you file which PayPal has reason to suspect is not related to an eligible purchase.

Section 13.5c is also amended to clarify what may happen depending on whether the Payment Recipient presents evidence of having delivered to/performed for the buyer the purchase as agreed with the buyer.

The amended parts of sections 13.3 (presented in context with the root clause) and 13.5c now read as follows (in each case with added wording underlined):

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

*You may be reimbursed under PayPal Buyer Protection for a problem with a purchase only if all of the following requirements are met:*

***a. Your purchase is an eligible purchase.*** *Purchases of most goods and services are eligible (including travel tickets, intangible items such as rights of access to digital content and other licences), except for the following transactions:*

...

*purchases of items which you collect in person, or arrange to be collected on your behalf (including at a retail point of sale) and which you claim to be Not Received;*

...

*PayPal may at its sole discretion automatically close any Dispute or Claim you file which PayPal has reason to suspect is not related to an eligible purchase as outlined above.*

...

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

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

...

*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 proof of delivery, receipts, third party evaluations, police reports or anything else that PayPal specifies. PayPal may require the seller to present evidence to PayPal in a timely manner that the Payment Recipient delivered to/performed for the buyer the purchase as agreed with the buyer, even where the purchase is not eligible for PayPal Buyer Protection under section 13.3. If the seller does not present such evidence in a timely manner, PayPal may find in favour of the buyer. If the seller presents such evidence in a timely manner, PayPal may find in favour of the seller even if the buyer claims not to have received the purchase.*

## **6. Third Party Permissions**

The Second EU Payment Services Directive ((EU)2015/2366) (“**PSD2**”) sets out a regulatory framework across the EEA that can allow:

- a third-party service provider licensed by applicable law to provide account information services (“**AIS Provider**”) to access information about your Account on your behalf with your permission;
- a third party card issuer to confirm whether an amount necessary for the execution of a card-based payment transaction is available on your PayPal Account with your permission; and
- a third party service provider licensed by law to provide payment initiation services (“**PIS Provider**”) to initiate your payment from your Account on your behalf with your permission.

Section 15.9 (Third Party Permissions) is amended to clarify how the User Agreement applies to (and what liability you have to PayPal for) your use of PayPal through those third party service providers.

New section 9.3 (Restricted Activities and Permissions) is added as a related provision. The new section 9.3 and amended section 15.9 now read as follows (with added wording underlined):

“9.3 Restricted Activities and Permissions. Nothing in this section 9 prevents you from permitting third parties to take certain actions on your behalf as outlined in section 15.9 in compliance with the conditions of their licence and applicable law.

...

### **15.9 Third Party Permissions.**

**a. Permissions in general.** *You may expressly grant, remove and manage permissions for some third parties to take certain actions on your behalf. In some cases you can do this by logging into your Account – in other cases you can do this directly with the third party. You acknowledge that if you grant permission for a third party to take actions on your behalf, PayPal may disclose certain information about your PayPal Account to this third party.*

#### **b. Using licensed third-party services to access your Account information**

If you permit either:

a third-party service provider licensed by applicable law to provide account information services (“AIS Provider”) to access information about your Account on your behalf; or

a third party card issuer to confirm whether an amount necessary for the execution of a card-based payment transaction is available on your PayPal Account, then:

this Agreement (including, without limitation, section 2.3) will still apply to you and your access to that information using the AIS Provider or card issuer; and

you are liable to PayPal:

for the actions that you authorise the AIS Provider or card issuer to take on your behalf; and

under section 15.9.d (Your liability regarding any permissions you grant),

subject to your mandatory legal rights and section 12 (Errors and Unauthorised Transactions).

#### **c. Using licensed third party services to initiate your payment**

If you permit a third party service provider licensed by law to provide payment initiation services (“PIS Provider”) to initiate your payment on your behalf then:

this Agreement (including, without limitation, sections 4.1 to 4.6 inclusive and 4.10) will still apply to you and your payment initiated by the PIS Provider; and



you are liable to PayPal:

- a. for the actions that you authorise the PIS Provider to take on your behalf; and
- b. under section 15.9.d (Your liability regarding any permissions you grant),

subject to your mandatory legal rights and section 12 (Errors and Unauthorised Transactions).

**d. Your liability regarding any permissions you grant.**

*Granting permission to any third party in any way does not relieve you of any of your responsibilities under this Agreement. You acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you granted.”*

**7. Fees - Personal Transaction payment Fees**

We are adjusting how the Fee for sending or receiving Personal Transaction payments is calculated, so that the Fee will now be pro-rated according to how each portion of the payment is funded. Section A1. of Schedule 1 now reads as follows (with added wording underlined):

***“A1. Personal Transaction payment Fees***

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

*Where there is stated to be a Fixed Fee component, please refer to A4.6 of this Schedule 1 for more details.*

***A1.1 Domestic Personal Transaction payment Fees***

*Note that either the sender or the recipient pays the Fee, not both. Please see A4.2.3 of this Schedule 1 for more information.*

<b><i>Activity</i></b>	<b><i>Fee for <u>the portion of a payment</u> funded by: - <u>existing</u> PayPal Balance; - Bank.</i></b>	<b><i>Fee for <u>the portion of a payment</u> funded by Credit Card.</i></b>
<b><i>Sending or Receiving</i></b>	<i>Free (when no currency conversion is involved)</i>	<i>3.4% + Fixed Fee</i>

***A1.2 Cross Border Personal Transaction payment Fees***

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. Please see A4.2.3 of 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(s) used (third and fourth columns).

<b>Recipient's Country</b>	<b>Sender's Country</b>	<b>Fee for the portion of a payment funded by existing PayPal balance or bank account</b>	<b>Fee for the portion of a payment 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<sup>^</sup>, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Russia, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, 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% <sup>^</sup>	4.4% + Fixed Fee
	All other countries <sup>^^</sup>	1.5% <sup>^</sup>	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 <sup>^^</sup>	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

	<i>Europe II</i>	3.0%	4.9% + <i>Fixed Fee</i>
	<i>All other countries^^</i>	3.3%	5.2% + <i>Fixed Fee</i>
<b><i>Poland</i></b>	<i>Northern Europe</i>	0.9%	3.8% + <i>Fixed Fee</i>
	<i>US, Canada, Europe I</i>	1.0%	3.9% + <i>Fixed Fee</i>
	<i>Europe II</i>	1.5%	4.4% + <i>Fixed Fee</i>
	<i>All other countries^^</i>	2.0%	4.9% + <i>Fixed Fee</i>
<b><i>Australia</i></b>	<i>Anywhere^^</i>	1.0%	3.4% + <i>Fixed Fee</i>
<b><i>Japan</i></b>	<i>Anywhere^^</i>	0.3%	3.9% + <i>Fixed Fee</i>
<b><i>U.S. and Canada</i></b>	<i>Anywhere^^</i>	1.0%	3.9% + <i>Fixed Fee</i>
<b><i>All other countries^^</i></b>	<i>Anywhere^^</i>	0.5%^	3.9% + <i>Fixed Fee</i> ^

*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.*

*^^ Subject to service availability for the User registered in the given country.”*

## **8. Other changes**

Sections of the PayPal User Agreement have been amended:

to clarify and reorganise existing wording, including the following existing sections:

<b>Section</b>	<b>Amendment</b>
<b>Second paragraph at the start of the User Agreement</b>	This section is amended to also make reference to the Second EU Payment Services Directive ((EU)2015/2366)

	(“ <b>PSD2</b> ”), the EU directive which updates the EU Payment Services Directive (2007/64/EC).
<b>2.3 Balance and transaction information</b>	This section is now headed “Account information (including Balance and transaction information”.
<b>2.6 Balances in Multiple Currencies.</b>	This section is amended to clarify existing wording on how a currency conversion may arise for which a Currency Conversion Fee is charged when managing your Balances in multiple currencies.
<b>4.7 Merchant Processing Delay</b>	This section has been amended to add clarify how a Merchant Processing Delay may arise (especially in cases where the merchant sells on an online platforms or you are paying for certain purchases which have to be shipped to you or may be further amended by the merchant. The amendments also set out what happens in such cases and add further context for clarity.
<b>4.8 Pre-approved Payments</b>	This section is now headed “Pre-approved Payments (also known as Automatic Payments)” with further amendments for clarity.
<b>4.10 Sending E-money in Multiple Currencies.</b>	This section is amended for clarification.
<b>5. Receiving Money - preamble</b>	This section is amended for clarification.
<b>5.4 Non-discouragement</b>	This section is now headed “PayPal and your customers” with further amendments for clarity.
<b>9.1j. Restricted Activities – Use an anonymising proxy</b>	This section is amended for clarification and contains non-exhaustive examples of the use of an anonymising proxy.
<b>12.1 - Identifying Errors and/or Unauthorised Transactions</b>	This section is amended for clarification.
<b>12.2 Notifying PayPal of Errors, Unauthorised Transactions and/or misappropriated or unauthorised use of your Payment Instrument.</b>	This section is amended for clarification.

<b>12.3 Review of Reports of Errors.</b>	This section is amended for clarification.
<b>12.4 Liability for Unauthorised Transactions</b>	This section is amended for clarification.
<b>12.5 Entitlement to a refund.</b>	This section is amended for clarification.
<b>14.2 (ECC-Net, and CSSF)</b>	This section is updated to include details of the EU’s Online Dispute Resolution site.
<b>15.1 Governing Law and Jurisdiction.</b>	This section is updated to refer to the “laws of England and Wales” and the “courts of England and Wales” as the basis of the provisions relating to the governing law of the User Agreement and our relationship and applicable court in case you want to bring a claim against us in court. The amendments do not otherwise change your existing rights.
<b>15.11 Corporate Customers</b>	This section is amended to make reference to equivalent provisions in the Second EU Payment Services Directive (2007/64/EC) (“ <b>PSD2</b> ”), the EU directive which updates the EU Payment Services Directive (2007/64/EC).
<b>15 (Definitions)</b>	<p>This section is amended to:</p> <p>clarify the following definitions:  Authorise (with consequential amendments to section 4.1e.b); and  Pre-approved Payment (this type of payment is also known as an Automatic Payment); and</p> <p>introduce the following new defined terms: <i>AIS Provider, PIS Provider</i></p>

; and

correct minor typographical errors.

**Notice of amendment to the Commercial Entity Agreement For PayPal Payment Card Funded Processing Services (Worldpay)**

Effective Date: Jan 09, 2018

This notice applies only if you have accepted the terms and conditions of the Commercial Entity Agreements, (typically if you are a User receiving card-funded payments for commercial transactions).

Although PayPal is not a party to the Commercial Entity Agreements, these agreements affect how you receive card-funded payments using PayPal's services. They are your direct agreements with PayPal's banking partners, who enable you to receive card-funded PayPal payments.

The Commercial Entity Agreements apply to merchants across the world – this means that not all of the changes to these agreements affect merchants resident in Europe. We have given notice only of the changes that affect merchants resident in Europe.

**This notice relates to the Commercial Entity Agreement For PayPal Payment Card Funded Processing Services (Worldpay) only. The HSBC Bank Commercial Entity Agreement for Credit Card Processing Services (which appears in the same document as the Worldpay agreement) is not affected and will not change as a result of this notice.**

You can find the amended **Commercial Entity Agreement For PayPal Payment Card Funded Processing Services (Worldpay)** below the version of that agreement currently in force by clicking [here](#) or accessing them via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

For information only, the amended **Commercial Entity Agreement For PayPal Payment Card Funded Processing Services (Worldpay)** is also amended for merchants based outside of Europe – merchants based in Europe are not affected by these particular amendments.

## **Notice of Amendment to the PayPal User Agreement**

Effective Date (and issued on): Apr 27, 2017

**Please read this document.**

We're making changes to the PayPal User Agreement, the contract that governs your relationship with PayPal.

You do not need to do anything to accept the changes as they automatically come into effect on the Effective Date.

## **1. PayPal seller protection**

Section 11 is amended in order to extend the coverage of the Seller Protection programme to also cover sales of all eligible intangible items (excluding digital goods and licences for digital content) and services;

Accordingly, section 11 now reads as follows (with added wording underlined):

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

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

If you are the recipient of a payment made by a customer (**“Payment Recipient”**), we will reimburse you 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” (except for any “Unauthorised Payment” initiated in an environment not hosted by PayPal); or

A Chargeback or Claim was issued against you for the reason of “Item Not Received”,

where PayPal receives from you proof that the item was posted or delivered in accordance with the requirements set forth below, subject to the further provisions of this section 11 (including, without limitation, the Eligibility Requirements at section 11.6).

Please read section 13 (PayPal Buyer Protection) to understand how a Claim against you may arise. If you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available [here](#) and are also accessible via the “Legal” or “Legal Agreements” footer on most PayPal site pages) as these policies will apply to you as a Payment Recipient or seller.

Please also read section 5.3 (Risk of Reversals, Chargebacks and Claims) to understand the risk of Reversals, Chargebacks and Claims arising when you receive a payment.

#### **11.2 PayPal seller protection is available to:**

Payment Recipients with registered PayPal Account(s) in Luxembourg who receive PayPal payments from buyers making an eligible purchase via eBay (worldwide and everywhere PayPal is accepted); and

Payment Recipients with registered PayPal Account(s) in Luxembourg who receive PayPal payments from buyers making eligible purchases outside of eBay.

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

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

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

We may suspend your eligibility for PayPal Seller Protection if we hold a reasonable belief that there is an increased risk associated with your Account. In assessing a risk, we will consider the:

Total monetary amount and / or number of Claims, Chargebacks or Reversals issued against your PayPal Account;

Reasonable risk of your Account to the integrity of PayPal and our system; and

Potential losses occurring to us or our users.

We may suspend your eligibility for PayPal Seller Protection if it is linked or associated with another account which has been suspended.

We will lift the suspension provided we no longer hold a reasonable belief that there is an increased risk associated with your Account.

### **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.

**11.5** If the payment is not covered by PayPal 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?**

If You have received more than €100,000 per month at least once over a consecutive period of 6 months on your PayPal Account and/or if You are applying surcharge for the use of PayPal (when the law applicable to You allows You to apply surcharge), You are not eligible for PayPal



seller protection and Section 11.5 applies to You unless otherwise agreed between You and PayPal. PayPal will review your eligibility for seller protection in October and April of each calendar year.

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

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

The transaction must be marked by PayPal as eligible or partially eligible for PayPal seller protection on your Account “Transaction Details” page.

If it is marked eligible, protection for both Unauthorised Payments and Item Not Received will apply.

**For tangible items, post the item to the shipping address on the “Transaction Details” page. If the item is delivered in person or if the Payment Recipient posts the item to a different address (for example, if the buyer asks that you send to another address on the basis that it is a “work address” or a “gift” address) then you will not be eligible for re-imbursement under the terms of the PayPal Seller Protection.**

You may access the “Transactions Details” page by logging into your PayPal Account, selecting “History” and then selecting “Details” for the transaction.

You must follow the delivery requirements described below.

You must accept a single payment from one PayPal Account for the purchase (partial payment and/or payment in installments are excluded).

You must respond to PayPal’s requests for documentation and other information that is reasonably required by PayPal to investigate the matter in a timely manner.

### 11.7 What are the delivery requirements?

Type of shipping	Protection for Unauthorised Payment	Protection for Item Not Received
National/international	<u>Proof of Postage (for tangible items) or Proof of Delivery (for intangible or virtual items or services)</u>	Proof of Delivery

If the payment is for pre-ordered or made-to-order goods, postage is required within the shipment policy or other specification 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 status of “shipped” (or equivalent) and the date of postage

The recipient’s address, showing at least the city/county or postcode (or international equivalent).

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”?**

“Proof of Delivery (for tangible items)” means online documentation from a postal company that includes all of the following:

A status of “delivered” (or equivalent) and the date of delivery.

The recipient’s address, showing at least the city/county or postcode (or international equivalent).

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

The date the item or service was provided;

The recipient’s address (email/IP, etc.) where applicable.

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

Licenses for digital content, and digital goods. Where PayPal in its own discretion may make certain intangible items, licenses for digital content and/or services eligible from time to time, unless otherwise agreed in writing with PayPal, the following will always remain ineligible:

Items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards ).

Payments made in respect of financial products and investments.

Donations.

Items that you deliver (or are picked up) in person.

Transactions made through Zong, Website Payment Pro (PayPal Direct Payment and Virtual Terminal).

Claims, Chargebacks and Reversals for Significantly Not as Described.

Items bought via classified listings.

Disputes filed directly with PayPal in the Resolution Centre pursuant to section 14 of this Agreement.

Payments made in respect of gold (whether in physical form or in exchange-traded form).

PayPal Mass Payment transactions.”

## **2. Other changes**

Sections of the PayPal User Agreement have been amended to make minor typographical changes with reference to the changes outlined in paragraph 1 above.

## **Notice of Amendment to PayPal Legal Agreements**

Issued: Jan 27, 2017 (for Effective Dates see each individual agreement below)

### **Please read this document.**

We're making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.

You do not need to do anything to accept the changes as they will automatically come into effect on the Effective Dates shown below. 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 faster**

You don't have to type in your card details each time you pay, so you can check out faster online.

### **It's easier**

PayPal is the preferred web payment method in Luxembourg 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 [Legal Agreements](#) in effect

## **Notice of amendment to the PayPal User Agreement.**

Effective Date: Apr 27, 2017

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the "Legal" or "Legal Agreements" footer on most PayPal site pages.

### **Funding Sources**

We have added a new section 3 (Funding Sources) which combines, reorganises and amends the following existing sections:

3.4 (Default Funding Sources);

3.5 (Preferred Funding Source);

3.6 (Funding Source Limitations);

3.7 (Bank Transfers); and

3.13 (Card Information),

into a dedicated section to clarify further (amongst other things) how your Funding Sources may be selected and used (and how Special Funding Arrangements may be used) to fund your Balance with E-money.

In particular, section 3.6 deals with how a Preferred Funding Source may be selected and used for a Payment Order. In such a case E-money obtained from your applicable Special Funding Arrangements (formerly Special Funding Sources) and from pre-existing Balance are used (in that order) before E-money obtained from your Preferred Funding Sources to cover a Payment Order.

After the implementation of a new Funding Source framework by PayPal (which shall be by further notice of the same published by PayPal on *the Policy Updates page accessible via the Legal footer on most PayPal site pages* on or after 27 April 2017 as PayPal may determine in its sole discretion), PayPal may use your Preferred Funding Source to obtain E-money to cover certain Payment Orders even if you have pre-existing Balance, subject further to the rest of the PayPal User Agreement.

New section 3 reads as follows:

### **“3. Funding Sources.**

**3.1 Linking your Funding Source.** *You can link or unlink a debit card, a credit card, a pre-paid card (in certain cases), a bank account and/or PayPal Credit as a Funding Source for your Account. Please keep your Funding Source information current (i.e. credit card number and expiration date). If this information changes, we may update it as directed by your bank or card issuer without any action on your part.*

*You may choose to confirm your card or bank account, so that we can verify that the card or bank account is valid and that you are its owner. We may allow you to do this by following the Link and Confirm Card process (for cards) or the Bank Confirmation process (for bank accounts) or other processes which we may notify to you or which we may publish from time to time.*

**3.2 Cards.** *By linking a debit card, credit card or (in certain cases) pre-paid card as a Funding Source, you are providing PayPal with a continuous authority to automatically charge that card for the amount necessary to purchase E-money required in your Balance to cover a Payment Order (plus transaction fees payable to us) when the card is the applicable Funding Source for that Payment Order pursuant to this Agreement. You*

can stop the continuous authority in respect of any card by removing that card as a Funding Source in your Account Profile.

**3.3 Bank accounts.** By linking your bank account as a Funding Source, you are providing PayPal with a continuous authority (subject to the terms of the mandate used by your bank to set up and maintain that authority) to automatically charge your bank account for the amount necessary to purchase E-money in your Balance:

required to cover a Payment Order to another User (plus transaction fees payable to us) when the bank account is the applicable Funding Source for that Payment Order pursuant to this Agreement: or

when using the Add Funds functionality in your Account interface.

You give PayPal the right to resubmit any debit you authorised that is returned for insufficient or uncollected funds. If you cancel any direct debit (including, without limitation, any SEPA Direct Debit), you agree to reimburse us for the value of any goods or services that you have consumed with the proceeds of that direct debit.

You agree that when PayPal receives a payment from your bank account to obtain E-money in your Account, PayPal may hold the funds in your Reserve Account for so long as PayPal determines that an NSF Risk exists. In such an event, the E-money will not be made available to you in your Payment Account (including for the execution of any Payment Order that the bank payment was made to cover) until PayPal determines that the NSF Risk has passed. Until that time the bank payment will appear to you as “Uncleared” in your Account details. PayPal is not in possession of all the information necessary to place the funds from your bank payment at your disposal until it determines that the NSF Risk has passed.

PayPal reserves the right to require you to fund your requested payment by the use of Bank Account to mitigate risk (including, without limitation, the NSF Risk) associated with your Payment Order.

**3.4 SEPA Direct Debit:** After the implementation of the use of SEPA Direct Debit mandates by PayPal in the country in which you reside, whenever you register a bank account with PayPal 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 exclusively access such mandate and the mandate reference number (MRN) in your PayPal Account profile at any time and cancel or change 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 3.4 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.

**3.5 Special Funding Arrangements:** Certain payments may be funded by special funding arrangements linked to your Account, such as merchant/transaction specific balance, gift vouchers or other promotional funding arrangements, the use and priority of which are subject to further terms and conditions between you and PayPal (“Special Funding Arrangements”). Your Account Overview may show the notional amount available in your Special Funding Arrangements to fund qualifying payments at any given time. This amount does not constitute E-money, is not deemed part of your Balance and is not redeemable in cash - it only represents the amount of E-money which PayPal offers to issue and credit to your PayPal Account at the time of (and only to immediately fund) a qualifying PayPal payment, subject to (and only for the period outlined in) the further terms and conditions of use of that Special Funding Arrangement. If your PayPal payment funded by a Special Funding Arrangement is rescinded (including, without limitation, Reversed) at a later time for any reason, PayPal will keep the amount that represents the portion of that PayPal payment that was funded by your Special Funding Arrangement and (provided that the Special Funding Arrangement has not already expired) reinstate the Special Funding Arrangement.

**3.6 Preferred Funding Source.** You can choose any of the Funding Sources in your Account as your Preferred Funding Source for obtaining E-money in your Balance to cover a Payment Order, subject further to this Agreement. PayPal may allow you to choose a Preferred Funding Source for certain future Payment Orders in your account preferences on [www.paypal.com](http://www.paypal.com) from time to time. There may be times when your Preferred Funding Source cannot be used, depending on the nature of the Funding Source, the type of Payment Order it is used to fund or the recipient (see also section 3.8). For example (on a non-exhaustive basis):

you select a credit card that has expired;

a Special Funding Arrangement is available to cover the Payment Order instead, in which case PayPal may use the Specific Funding Arrangement to obtain E-money to cover your Payment Order before using your Preferred Funding Source; or

you have a pre-existing Balance available to cover the Payment Order instead, in which case PayPal may use your pre-existing Balance (after any available Special Funding Arrangement) for the E-money to cover your Payment Order before using your Preferred Funding Source.

After the implementation of the relevant framework by PayPal (which shall be by further notice of the same published by PayPal on the Policy Updates page accessible via the

Legal footer on most PayPal site pages on or after 27 April 2017 as PayPal may determine in its sole discretion).

PayPal may disapply section 3.6.c. and use your Preferred Funding Source to obtain E-money to cover certain Payment Orders even if you have pre-existing Balance, subject further to this Agreement.

**3.7 No Preferred Funding Source selected/available? If you have not selected a Preferred Funding Source or if your Preferred Funding Source is unavailable, PayPal will obtain E-money in your Balance to cover your Payment Order from the following sources in the following order to the extent available:**

<u>1.</u>	<u>Special Funding Arrangements</u>
<u>2.</u>	<u>Pre-existing Balance</u>
<u>3.</u>	<u>Default Funding Sources</u>  <u>Used in the following order (to the extent that such Funding Sources are available for use with your Account):</u>  Bank account – for an Instant Transfer payment  Credit card

**3.8 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 your pre-existing Balance.

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).”

**Your Payment Order for a payment to another User or for a Withdrawal**



We have added new sections 4.2 and 4.3 to clarify the instructions and authorisations given by you in respect of E-money in your Balance when you submit a Payment Order for a payment to another user or for a withdrawal. New sections 4.2 and 4.3 read as follows:

**“4.2 Your Payment Order for a payment to another User. Subject to the terms of this Agreement, your Payment Order for a payment to another User (whether a Personal Transaction payment or a Commercial Transaction payment) is your instruction and authorisation to us to transfer E-money from the Payment Account element of your Balance to that User as further directed in your Payment Order. Where you have insufficient Balance or have chosen a Preferred Funding Source you are also requesting us to obtain funds on your behalf from your applicable Funding Source and issue E-money to the Payment Account element of your Balance for your payment to be made.**

**4.3 Your Payment Order for a Withdrawal. Subject to the terms of this Agreement, your Payment Order for a withdrawal from your Account is your instruction and authorisation to us to redeem E-money from your Balance. Section 6 further applies to this type of Payment Order.”**

### **Lifting Limits (Sending, Receiving and Withdrawing)**

We have amended:

new section 4.5 (Sending Limits) (formed from existing sections 3.2 (Sending Limits) and 3.3 (Lifting your sending limit));

new section 5.1 (Lifting your receiving limit) (formed from existing section 4.1); and

section 6.3 (Lifting your withdrawal limit),

to read as follows (with added wording underlined):

**“4.5 Sending Limits.** *If you have a periodic sending limit on your Account, you can view it by logging into your Account and clicking on the “View your account limits” link on the “Account Overview” page. We may, at our reasonable discretion (for example,*

*without limitation, to limit fraud or credit risk), impose limits on the amount of money you can send through our Service. To lift your sending limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your Account Overview).*

...

***5.1 Lifting your receiving limit.*** *If you have a receiving limit on your Account, you can view it by logging into your Account and clicking on the “View your account limits” link on the “Account Overview”. 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. To lift your receiving limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your Account Overview).*

...

***6.3 Lifting your withdrawal limit.*** *In order to lift your withdrawal limit, you must follow the steps that we will notify to you or publish from time to time (which we may set out in your Account Overview).*”

## **Risk of Reversals, Chargebacks and Claims**

New section 5.3 (Risk of Reversals, Chargebacks and Claims (existing section 4.3) has been amended to clarify that when you receive a payment, you are liable to PayPal for the full amount of the payment plus any costs that we incur (for instance when banks charge us for the reversal) and any Fees if the payment is later invalidated for any reason. The amended new section 5.3 now reads as follows (with added wording underlined):

***“5.3 Risk of Reversals, Chargebacks and Claims.*** *The receipt of a payment into your PayPal Account does not equate to the receipt of cleared funds. A notification that E-money has been sent to you, does not amount to a receipt of E-money in your Account*

*unless you have accepted the payment. You acknowledge and agree that a payment transaction is completed and received by you even if it becomes subject to a Reversal, Chargeback, Claim, Reserve or hold. When you receive a payment, you are liable to PayPal for the full amount of the payment plus any costs that we incur and any Fees if the payment is later invalidated for any reason. In addition to any other liability, if there is a Reversal, or if you lose a Chargeback or Claim and you are not entitled to a payment under the Seller Protection Programme, you will owe PayPal an amount equal to the Reversal, Chargeback or Claim and our Fees per Schedule 1 (including a Chargeback Fee if applicable) and PayPal will debit your Balance to recover such an amount. If a sender of a payment files a Chargeback, the credit card company, not PayPal, will determine who wins the Chargeback. You can find out more about Chargebacks by reviewing our Chargeback Guide, accessible via the PayPal Security Centre and the section called: "Selling Safely". The PayPal Security Centre is accessed via the PayPal website."*

## **Your Refund Policy, Privacy Policy and Security.**

We have amended new section 5.7 (existing section 4.7 (Your Refund Policy and Privacy Policy) to clarify your obligations regarding your disclosure of your privacy policy, your obligations regarding security standards and our rights where we determine that there has been (or that there is a reasonable likelihood of) a security breach of your website or systems that could result in the unauthorised disclosure of customer information. The amended new section 5.7 now reads as follows (with added wording underlined):

***"5.7 Your Refund Policy, Privacy Policy and Security.** We recommend that if you are selling goods or services you have a published return policy and a published privacy policy on your website. Your privacy policy must clearly and expressly indicate that all PayPal transactions are subject to the PayPal Privacy Policy. You must employ reasonable administrative, technical and physical measures to maintain the security and confidentiality of any and all PayPal data and information, including data and information about PayPal users and PayPal. In addition to our rights under section 10.2, where we determine that there has been or that there is a reasonable likelihood of a security breach of your website or systems that could result in the unauthorised disclosure of customer information, we may take any other actions we deem necessary and/or require you to provide us with information related to any such breach."*

## **Term and closing Your Account**

Section 7 (Term and closing Your Account) has been replaced with a new section (incorporating parts of existing sections 10.3 (Account Closure and Limited Access) and 15.6 (Complete Agreement and third party rights)) to clarify how your Account may be closed and what happens when your Account is closed. The amended section 7 also clarifies (amongst other things) that when your account is closed:

the PayPal User Agreement is terminated, except that it survives termination to the extent and for so long as PayPal requires to deal with the closure of the account and to comply with applicable laws and regulations;

you will remain liable for all outstanding obligations under the PayPal User Agreement related to your Account prior to closure;

we may suspend, limit or terminate your access to or use of our Services, websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services;

PayPal may keep your Account information in its database for the purpose of fulfilling its legal obligations; and

PayPal may retain your Balance after closure to the extent and for the time PayPal reasonably requires to protect it and/or any third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liabilities of whatever nature. You will be able to withdraw any undisputed funds that PayPal holds at any time.

The replacement section 7 reads as follows:

*“7. Term and closing Your Account*

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

***You can close your Account at any time** by logging into your Account, clicking on the “Profile” tab, clicking on the “Close Account” link, and then following the instructions. See the <PayPal Help Centre> for more details.*

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

you are in breach of the terms of this Agreement and/or we are entitled to close your Account under section 10.2;

you do not access your Account for three years; or

we suspect that your Account has been accessed without your authorisation.

Where we decide to 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.

When your Account is closed:

we may cancel any pending transactions and you will forfeit any Balances associated with Special Funding Arrangements;

we may suspend, limit or terminate your access to or use of our Services, websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services;

you will remain liable for all outstanding obligations under this Agreement related to your Account prior to closure;

we may keep your Account information in our database for the purpose of fulfilling our legal obligations; and

we may retain your Balance after closure to the extent and for the time we reasonably require to protect PayPal and/or any third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liabilities of whatever nature. After this time you will be able to withdraw any undisputed funds that we are holding. Please contact PayPal Customer Service if you have any questions about funds held in your Account on closure.

**If you are the legal representative of an incapacitated or deceased Account holder, please contact us at the PayPal Help Centre for assistance.”**

Restricted Activities

Sections 9.1w, 9.1x, 9.1z and 9.1ab are amended to clarify how Restricted Activities are deemed to arise from certain actions you take (or omissions you make) regarding our infrastructure, our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, any of the Services or other Users' use of any of the Services and any data or information.

A new Section 9.1.aj is also added to make it a Restricted Activity to suffer (or cause us to determine that there is a reasonable likelihood of) a security breach of your website or systems that could result in the unauthorised disclosure of customer information.

The amended sections 9.1w, 9.1x, 9.1z and 9.1ab and new section 9.1aj read as follows (presented in context with their root clause with added wording underlined):

***“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:*

...

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

*x. Facilitate any viruses, Trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data or Information or the Services;*

...

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

...

*bb. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers or service providers;*

...

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

## **Actions by PayPal**

Section 10.2 is amended to:

clarify that PayPal may suspend your eligibility for PayPal seller protection and/or PayPal Buyer Protection in retrospect at subsection j; and

insert a new subsection k to enable PayPal to suspend, limit or terminate your access to or use of the Services, websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services and, to the extent and for so long as permitted by applicable law, your data.

The amended parts of section 10.2 now read as follows (presented in context with the root clause and with added wording underlined):

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

...

*j. We may suspend your eligibility for PayPal seller protection and/or PayPal Buyer Protection (including in retrospect).*

*k. We may suspend, limit or terminate your access to our Services, websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, and, to the extent and for so long as permitted by applicable law, your data.”*

## **Payment Hold**

As an increased risk or exposure to PayPal’s customers and/or its service providers (in addition to PayPal) can diminish your or other PayPal customers’ safe access and/or use of your Payment Instrument, Account or the Service generally, section 10.5a is amended to clarify that PayPal will consider these risk factors (in addition to the risk or exposure to PayPal) when determining the level of risk or exposure associated with your Account for the purpose of deciding to place a hold on your payment. The amended section 10.5a now reads as follows (with added wording underlined):

### **“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, its customers and/or its service providers 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 about it (including, without limitation, 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. We may notify you about the hold through authorised third parties (such as partner platforms on which you transact).

...”

### **Disclosure of reasons for our actions**

A new section 10.7 has been added to outline where we can decide to not share information with you about decisions that we make about our relationship with you. New section 7 reads as follows:

#### “10.7 Disclosure of reasons for our actions

Our decisions to take the actions set out in this section 10 and any other actions we take under this Agreement, whether they restrict or extend your access to the Service, our infrastructure, our websites, our software or our systems (including any networks and servers used to provide any of the Services) whether operated by us or on our behalf (including, without limitation, any blockages, limitations, suspensions, terminations, holds and reserves) may be based on confidential criteria that are essential to our management of risk and the protection of PayPal, our customers and/or service providers. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures or our confidential information to you.”

## **PayPal seller protection**

Section 11.10 is amended in order to outline that the following items/transactions/cases are ineligible for PayPal seller protection:

1. Payments made in respect of gold (whether in physical form or in exchange-traded form); and
2. PayPal Mass Payment transactions.

The new sections 11.10.f and 11.10.g read as follows (presented in context within section 11.10, with added wording underlined):

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

...

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

*g. PayPal Mass Payment transactions.”*

## **PayPal Buyer Protection**

Section 13.3 is amended to exclude the following types of transactions from coverage by PayPal Buyer Protection:

purchases of any interest in a business (including, without limitation, any items or services forming part of a business or corporate acquisition)

*payments to state-run bodies, (except for state-owned enterprises) or traders acting on mandates received from state-run bodies;*

*payments made in respect of gold (whether in physical form or in exchange-traded form);  
and*

*PayPal Mass Payment transactions.*

The amended section 13.3 now reads as follows (with added wording underlined):

***“13.4 What type of payments are eligible for re-imbusement under PayPal Buyer Protection?”***

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

*payments to state-run bodies (except for state-owned enterprises) or traders acting on mandates received from state-run bodies;*

...

*16. payments made in respect of gold (whether in physical form or in exchange-traded form);*  
*and*

*17. PayPal Mass Payment transactions.”*

## **Governing Law**

We have amended new section 15.1 (existing section 14.3) to clarify that the choice of the governing law of the PayPal User Agreement as English law is subject to your local mandatory rights. Section 15.1 now reads as follows (with added wording underlined):

***“15.1 Governing Law and Jurisdiction.*** *This Agreement and the relationship between us shall be governed by English law, subject to your local mandatory rights. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the English courts arising out of or relating to this Agreement or the provision of our Services without prejudice to your right to also initiate a proceeding against PayPal in that context before the competent courts of and in Luxembourg. In simple terms, “nonexclusive jurisdiction of the English courts” means that if you were able to bring a claim arising from this Agreement against us in Court, an acceptable court would be a*

*court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.*

## **No Warranty**

New section 15.4 (existing section 14.6) is amended to clarify the extent of your rights in respect of the performance and availability of the Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf. The amended new section 15.4 now reads as follows (with added wording underlined):

***“15.4 No Warranty. We provide to you the Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf subject to your statutory rights but otherwise 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 Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf. We shall not be liable for any delay in the failure in our provision of the Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf. You acknowledge your access to the Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf, 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.*****

In the event that PayPal decides to discontinue any of the PayPal services or any portion or feature of the PayPal services for any reason, PayPal will give you at least two (2) months' prior notice before discontinuing the service or feature, unless PayPal determines in its good faith judgement that: (1) such service or feature must be discontinued sooner as required by law or a third party relationship; or (2) doing so could create a security risk or substantial economic or material technical burden.

***You alone are 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 Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions.***

## **Indemnification/re-imburement**

New section 15.5 (existing section 14.7) is amended to clarify the extent of your obligation in respect of the use (whether by you or others acting on your behalf) of the Services, our infrastructure, our websites, our software, and systems (including any networks and servers used to provide any of the PayPal services) whether operated by us or on our behalf. The amended new section 15.5 now reads as follows (with added wording underlined):

***“15.5 Indemnification/re-imburement. You agree to defend, reimburse or compensate us (known in legal terms to “indemnify”) and hold PayPal, our other companies in our corporate group, the people who work for us or who are authorised to act on our behalf (including, without limitation, our service providers) harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your or your employees' or agents' (or, where a third party otherwise acts on your behalf with your permission, that third party's) actions and/or inactions, breach of this Agreement, breach of any law, breach of the rights of a third party, use of your PayPal account and/or use of the Services, our infrastructure, our websites, our software and our systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf.”***

## **Intellectual Property – Software Licence grant**

New section 15.7 (existing section 14.9) is amended to update the terms of the licence that PayPal and other licensors grant to you for the access to and use of PayPal software such as APIs, developers' toolkits or other software applications, which may include software provided by or integrated with software, systems or services of our service providers. The amended new section 15.7 now reads as follows (with added wording underlined):

**“15.7 Intellectual Property – Software Licence grant.** *If you are using PayPal software such as an API, developer’s toolkit or other software application , which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded to or otherwise accessed through your computer, device, or other platform then PayPal and its licensors grant you a revocable non-exclusive, non-sublicensable, non-transferable, royalty-free and limited license to access and/or use PayPal’s software in accordance with the documentation, including all updates, upgrades, new versions and replacement software, as described herein for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation, together with any instructions provided by us from time to time accompanying the Services (including, without limitation, any implementation and use requirements we impose on you to comply with applicable laws and card scheme rules and regulations). If you do not comply with PayPal’s instructions, implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may update or discontinue any software upon notice to you. While PayPal may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to PayPal’s software are owned by PayPal and any third party materials integrated therein are owned by PayPal’s third party service providers. Any other third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that PayPal does not own, control nor have any responsibility or liability for any third party software application you elect to use on any of our websites, software and/or in connection with the Services. If you are using the Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal’s software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted Services.”*

**Fees - Fixed Fees for receiving Commercial Transaction payments**

We are increasing the Fee for Receiving Cross Border payments (Selling) from a sender in the US / Canada region from 0.5% to 1.0%. We are also increasing the Fee for Receiving Cross Border payments (Selling) from a sender in the Rest of World region from 1.5% to 2.0%. The relevant entries in the table of Cross Border Fees at section A2.3 of Schedule 1 (Table of Fees) (presented in context with the column headings) now reads as follows:

<i>Sender's country</i>	<i>Cross Border Fee</i>
<i>Europe II /US / Canada</i>	<i>1.0%</i>
<i>Rest of World</i>	<i>2.0%</i>

**Caps on Fees - Sending Payments through PayPal Mass Payments**

We are increasing the Domestic PayPal Mass Payment transaction Fee cap at section A3.5.2 of Schedule 1 (Table of Fees) and the Fee cap for other PayPal Mass Payment transactions at section A3.5.2 of Schedule 1 (Table of Fees). The Fee caps are now set out as follows (with sections A3.5.2 and A3.5.3 presented in the full context of their root clause, section A3.5 and additions shown underlined):

“

<b><i>A3.5 Sending Payments through PayPal Mass Payments</i></b>	<b><i>A3.5.1 Fee</i></b>				
	<i>2% of total payment amount</i>				
	<b><i>A3.5.2 Domestic PayPal Mass Payment transaction Fee cap</i></b>				
	<i>A maximum fee cap per payment Mass applies as follows for Domestic Transactions, (based on payment currency):</i>				
	<table border="1"> <tr> <td><i>Australian Dollar:</i></td> <td><u><i>16.00 AUD</i></u></td> </tr> <tr> <td><i>Brazilian Real:</i></td> <td><u><i>24.00 BRL</i></u></td> </tr> </table>	<i>Australian Dollar:</i>	<u><i>16.00 AUD</i></u>	<i>Brazilian Real:</i>	<u><i>24.00 BRL</i></u>
<i>Australian Dollar:</i>	<u><i>16.00 AUD</i></u>				
<i>Brazilian Real:</i>	<u><i>24.00 BRL</i></u>				

<i>Canadian Dollar:</i>	<u>14.00 CAD</u>
<i>Czech Koruna:</i>	<u>280.00 CZK</u>
<i>Danish Krone:</i>	<u>84.00 DKK</u>
<i>Euro:</i>	<u>12.00 EUR</u>
<i>Hong Kong Dollar:</i>	<u>110.00 HKD</u>
<i>Hungarian Forint:</i>	<u>3080.00 HUF</u>
<i>Israeli Shekel:</i>	<u>50.00 ILS</u>
<i>Japanese Yen:</i>	<u>1200.00 JPY</u>
<i>Malaysian Ringgit:</i>	<u>50.00 MYR</u>
<i>Mexican Peso:</i>	<u>170.00 MXN</u>
<i>New Zealand Dollar:</i>	<u>20.00 NZD</u>
<i>Norwegian Krone:</i>	<u>90.00 NOK</u>
<i>Philippine Peso:</i>	<u>640.00 PHP</u>
<i>Polish Zloty:</i>	<u>46.00 PLN</u>
<i>Russian Ruble:</i>	<u>480.00 RUB</u>
<i>Singapore Dollar:</i>	<u>20.00 SGD</u>
<i>Swedish Krona:</i>	<u>100.00 SEK</u>
<i>Swiss Franc:</i>	<u>16.00 CHF</u>
<i>Taiwan New Dollar:</i>	<u>440.00 TWD</u>
<i>Thai Baht:</i>	<u>460.00 THB</u>
<i>U.K. Pounds Sterling:</i>	<u>10.00 GBP</u>
<i>U.S. Dollar:</i>	<u>14.00 USD</u>

**A3.5.3 Fee cap for other PayPal Mass Payment transactions**

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

<i>Australian Dollar:</i>	<u>100.00 AUD</u>
<i>Brazilian Real:</i>	<u>150.00 BRL</u>
<i>Canadian Dollar:</i>	<u>90.00 CAD</u>
<i>Czech Koruna:</i>	<u>1700.00 CZK</u>
<i>Danish Krone:</i>	<u>500.00 DKK</u>
<i>Euro:</i>	<u>70.00 EUR</u>



<i>Hong Kong Dollar:</i>	<u>660.00</u> HKD
<i>Hungarian Forint:</i>	<u>18500.00</u> HUF
<i>Israeli Shekel:</i>	<u>320.00</u> ILS
<i>Japanese Yen:</i>	<u>8000.00</u> JPY
<i>Malaysian Ringgit:</i>	<u>300.00</u> MYR
<i>Mexican Peso:</i>	<u>1080.00</u> MXN
<i>New Zealand Dollar:</i>	<u>120.00</u> NZD
<i>Norwegian Krone:</i>	<u>540.00</u> NOK
<i>Philippine Peso:</i>	<u>3800.00</u> PHP
<i>Polish Zloty:</i>	<u>280.00</u> PLN
<i>Russian Ruble:</i>	<u>2800.00</u> RUB
<i>Singapore Dollar:</i>	<u>120.00</u> SGD
<i>Swedish Krona:</i>	<u>640.00</u> SEK
<i>Swiss Franc:</i>	<u>100.00</u> CHF
<i>Taiwan New Dollar:</i>	<u>2700.00</u> TWD
<i>Thai Baht:</i>	<u>2800.00</u> THB
<i>U.K. Pounds Sterling:</i>	<u>60.00</u> GBP
<i>U.S. Dollar:</i>	<u>90.00</u> 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.

”

### **Other changes**

Sections of the PayPal User Agreement have been amended:

to clarify and reorganise existing wording, including the following existing sections:

Section	Amendment
<p><b>1.1 (PayPal is only a Payment Service Provider)</b></p>	<p>Reference to the <i>Association pour la Garantie des Dépôts Luxembourg (AGDL)</i> has been replaced with the <i>Conseil de protection des déposants et des investisseurs</i>.</p>
<p><b>2.1 (Eligibility)</b></p>	<p>This section becomes new section 1.7</p>
<p><b>1.7(Transaction History);</b></p> <p><b>2.2 (Personal and Business Accounts); and</b></p> <p><b>5 (Account Balances and transaction information),</b></p>	<p>Together these sections form a new section 2 (Your Account and Balances) with further amendments for context.</p>
<p><b>3.10 (Third party initiated payments (including Recurring Payments)); and</b></p>	<p>This section becomes new section 4.8 (Pre-approved Payments) with further amendments for context.</p>
<p><b>3.11 (Cancelling Recurring Payments)</b></p>	<p>This section becomes new section 4.9 (Cancelling Pre-approved Payments) with further amendments for context.</p>
<p><b>10.1d (Temporary Holds for Disputed Transactions)</b></p>	<p>This section is amended to clarify your rights to cancel your authorisation and instruction for payments made to eBay under this section.</p>
<p><b>2.3 (Verified Status)</b></p>	<p>This section becomes new section 10.6b (Getting Verified)</p>
<p><b>14.3 (Governing Law and Jurisdiction),</b></p> <p><b>14.4 (No Waiver), 14.5 (Limitations of Liability)</b></p> <p><b>14.6 (No Warranty)</b></p> <p><b>14.7 (Indemnification/reimbursement)</b></p> <p><b>14.8 (Complete Agreement and third party rights)</b></p> <p><b>14.9 (Licence grant)</b></p>	<p>Together these sections form a new section 15 (General)</p>

<p><b>1.3 (Intellectual Property)</b></p> <p><b>14.10 (Third Party Permissions)</b></p> <p><b>2.4 (PayPal as Login Method) and</b></p> <p><b>14.11 (Corporate customers),</b></p>	
<p><b>14.2 (ECC-Net, Financial Ombudsman Service and CSSF)</b></p>	<p>This section is updated to show the new address of the Commission de Surveillance du Secteur Financier (CSSF) in Luxembourg, our regulator.</p>
<p><b>15 (Definitions)</b></p>	<p>This section becomes new section 16, with:</p> <p>clarifications of the following definitions: <i>Add Funds, Authorise, Bank Funded Payment, Default Funding Sources, Funding Source and Link and Confirm Card process</i>; and</p> <p>the following new defined terms replacing the defined terms in brackets: <i>Bank Confirmation process (Random Deposit process), Pre-approved Payments (Recurring Payments), Special Funding Arrangements (Special Funding Sources)</i>.</p>
<p><b>Schedule 1 (Table of Fees)</b></p>	<p>We have added links to pages on the PayPal site with more information about Fees.</p>

; and

correct minor typographical errors.

## Notice of amendment to the PayPal Privacy Policy

**Effective Date: Apr 27, 2017**

You can find the amended PayPal Privacy Policy below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages, choosing your country/region of residence and afterwards clicking on “Privacy Policy”.

### A. The following changes are introduced to all Privacy Policies in the EU.

#### 1. How We Use the Information We Collect (section 3)

PayPal stores its customer data in data centres all over the world. The reference to “where PayPal facilities are located” has therefore been deleted.

#### 2. How We Share Information with Other Third Parties (section 6)

PayPal provides its payment services globally using a network of several different entities in the group of companies owned by PayPal Holdings, Inc.. The PayPal entity providing the PayPal services to a user depends on the region in the world in which the User resides. Therefore where PayPal processes a payment that you send to or receive from a User in another country, the transaction data needs to be made available to the PayPal entity processing the payment for that other User. Under local legislation there may be obligations to disclose the transaction data of both transaction partners. PayPal has therefore added following paragraph to section 6:

*“In order to provide the PayPal Services, certain of the information we collect (as set out in section 2) may be required to be transferred to other PayPal group entities or other entities, including those referred to in section 6 in their capacity as payment providers, payment processors or account holders (or similar capacities). You acknowledge that according to their local legislation, such entities may be subject to laws, regulations, inquiries, investigations, or orders which may require the disclosure of information to the relevant authorities of the relevant country. Your use of the PayPal Services constitutes your consent to our transfer of such information to provide you the PayPal Services.”*

#### 3. How We Share Information with Other Third Parties (section 6.a.)

PayPal has to comply with and provide notifications under international tax obligations, including, but not limited to, the Luxembourg laws of 24 July 2015 on the US Foreign Account Tax Compliance Act (“FATCA Law”) and 18 December 2015 on the OECD common reporting standard (“CRS Law”). Where PayPal is a reporting financial institution under these laws., if a user qualifies as a specified U.S. person under FATCA Law and/or as a reportable person under CRS Law and assuming the FATCA Law and CRS Law impose obligations on PayPal (in either case, as a “**Reportable Account Holder**”), this information will be automatically exchanged by PayPal with the Luxembourg tax authorities. The Luxembourg tax authorities will exchange this information with the U.S. Internal Revenue Service if FACTA Law applies and/or, if CRS Law

applies, with the competent authority or authorities of your respective country or countries of tax residence that are participating jurisdictions under CRS Law.

A provision to allow for the above disclosure process has been incorporated into section 6.a. of the Privacy Policies. Additionally, we are publishing a specific [notice and explanation](#) of this “FATCA” clause, which can be accessed via the dedicated link in section 6.a.

#### 4. How We Share Information with Other Third Parties (point 6.b.)

A new section 6.b. has been introduced in the PayPal Privacy Policies.

PayPal has to disclose account information to intellectual property rights owners if, under the applicable national law of an EU member state, they have a claim against PayPal for an out-of-court information disclosure due to an infringement of their intellectual property rights for which PayPal Services have been used.

*“b. Disclose Account Information to intellectual property right owners if under the applicable national law of an EU member state they have a claim against PayPal for an out-of-court information disclosure due to an infringement of their intellectual property rights for which PayPal Services have been used (for example, but without limitation, Sec. 19, para 2, sub-section 3 of the German Trademark Act or Sec. 101, para 2, sub-section 3 of the German Copyright Act).”*

## **Notice of amendment to the PayPal User Agreement.**

Effective Date: Nov 19, 2016

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

### **Intellectual Property**

We are adding a new paragraph to Section 1.3 (Intellectual Property) for businesses that use PayPal. The new paragraph outlines the licence that you give to us and to the PayPal Group to use your business name, trademarks and logos for the purpose of displaying information

about your business and its products and services. The new paragraph at section 1.3 reads as follows:

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

## **Non discouragement**

We are amending section 4.4 (Non discouragement) to outline the standards that businesses must adopt at their points of sale in respect of their customers’ use of PayPal. Section 4.4 now reads as follows (with added/amended wording underlined):

### ***“4.4 Non discouragement.***

*In representations to your customers or in public communications, you shall not mischaracterise or disparage PayPal as a payment method.*

*At all of your points of sale (in whatever form):*

*you shall not dissuade or inhibit your customers from using PayPal; and*

*if you enable your customers to pay you with PayPal, you shall treat PayPal’s payment mark at least at par with other payment methods offered.*

*PayPal does not encourage surcharging because it is a commercial practice that can penalise the consumer and create unnecessary confusion, friction and abandonment at checkout. 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 surcharge a buyer, you, and not PayPal, will inform the buyer of the requested charge. PayPal has no liability to any buyer where you have failed to inform the buyer of any surcharge. Failure to comply with the above provisions shall constitute a breach of this Agreement and shall entitle PayPal to terminate this Agreement pursuant to section 10.3.”*

## **Set off of balances**

Section 5.4 (Set off of balances) is amended to clarify that PayPal may also deduct fees, charges or other amounts owed to the PayPal Group in respect of any services provided by the PayPal Group from any Account Balance held or controlled by you. The amended section 5.4 now reads as follows (with added wording underlined):

***“5.4 Set-off of Balances.** You agree that we may set-off any of the amounts held in Accounts held or controlled by you with any fees, charges or other amounts you owe us and (unless prevented by insolvency law) any such amounts you owe other members of the PayPal Group (including, without limitation, in respect of any services provided by any member of the PayPal Group). In simple terms, our right to set-off means that we*

*may deduct such fees, charges or other amounts mentioned in this section from an Account Balance held or controlled by you.”*

### **Withdrawing Money in Multiple Currencies**

Section 6.4 (Withdrawing Money in Multiple Currencies) is amended to clarify that currency conversion fees will apply to withdrawals of funds from Balances held in currencies other than your home currency. The amendments also outline how other fees and certain currency conversion measures may apply if you withdraw to certain credit cards (where such functionality is available) the transaction could be carried out. The amended section 6.4 now reads as follows (with added wording underlined):

*“**6.4 Withdrawing Money in Multiple Currencies.** If you have multiple currencies in your Balance, you will be able to choose from those when you withdraw funds, but, unless otherwise agreed, the withdrawal will take place in your home currency. Currency Conversion fees stated in Schedule 1 of this Agreement will apply if you withdraw funds from a Balance held in a currency other than your home currency. If you are able to withdraw to your branded MasterCard or Visa card, your withdrawal may be subject to a fee as stated in Schedule 1 of this Agreement and may take place in a different currency to your home currency depending on whether PayPal can support the withdrawal into the card’s base currency.”*

### **PayPal seller protection**

Section 11.10.a is amended in order to outline that the following items/transactions/cases will always remain ineligible for PayPal seller protection, unless otherwise agreed in writing with PayPal:

1. Items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards );
2. Payments made in respect of financial products and investments; and  
Donations.

The amended section 11.10.a. now reads as follows (presented in context within section 11.10, with added wording underlined):

*“**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. Where PayPal in its own discretion may make certain intangible items, licenses for digital content and/or services*

eligible from time to time, unless otherwise agreed in writing with PayPal, the following will always remain ineligible:

Items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards ).

Payments made in respect of financial products and investments.

Donations.”

### **PayPal Buyer Protection**

Section 13 is amended to make several amendments to the PayPal Buyer Protection policy as follows:

the following types of transactions are now excluded from coverage of PayPal Buyer Protection (section 13.3 is amended accordingly):

purchases of any interest in a business (including, without limitation, any items or services forming part of a business or corporate acquisition);

purchases of vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats), except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards;

payments on crowd-funding and/or crowd-lending platforms;

purchases of items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards);

gambling, gaming and/or any activity involving a chance to win a prize;

payments made in respect of financial products and investments;

payments to state-run bodies, except for state-owned enterprises;

donations; and

purchases of items which you collect in person, or arrange to be collected on your behalf (including at a retail point of sale) and which you claim to be Not Received;



transactions paid for in more than one instalment are now eligible for PayPal Buyer Protection, subject to the remainder of the PayPal User Agreement (section 13.2a is amended accordingly);

all buyers must now wait at least 7 days from the date of payment to escalate a Dispute for a purchase Not Received (NR), unless otherwise stated by PayPal (section 13.5b is amended accordingly); and

The amended sections 13.3 and 13.5 now read as follows (with added wording underlined):

“

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

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

*purchases of any interest in a businesses*

*purchases of vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats), except for personally portable light vehicles used for recreational purposes like bicycles and wheeled hoverboards*

*payments on crowd-funding and/or crowd-lending platforms*

*purchases of custom made items (unless they are claimed to be Not Received)*

*purchases of goods and services prohibited by the PayPal Acceptable Use Policy*

*purchases of industrial machinery used in manufacturing*

*purchases of office or factory equipment*

*purchases of items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards)*

*purchases of goods and services using Zong, Website Payments Pro or Virtual Terminal (if available)*

## *Personal Transactions*

*gambling, gaming and/or any activity involving a chance to win a prize*

*payments made in respect of financial products and investments*

*payments to state-run bodies, except for state-owned enterprises*

*donations,*

*purchases of items which you collect in person, or arrange to be collected on your behalf (including at a retail point of sale) and which you claim to be Not Received.*

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

*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 180 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 seller that falls after the expiry of that period).*

#### ***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 otherwise agreed by PayPal. 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 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.”*

**Fees - Turkey**

We regret to inform you that PayPal no longer provides services to users in Turkey. Accordingly, all references to fees relating to payments to and from Turkish users and/or in Turkish Lira have been removed from the PayPal User Agreement.

**Fees – Personal Transaction payments and Brazilian registered Accounts**

Schedule 1 (Table of Fees) is amended to clarify that Brazilian registered Accounts may neither send nor receive Personal Transaction payments. This means that you cannot send Personal Transaction payments to Brazilian registered Accounts. Section A4.2.2. of Schedule 1 (Table of Fees) is amended accordingly as follows (presented in context with its root wording, with added wording shown underlined):

*“A4.2 A **“Personal Transaction”** payment involves sending money (initiated from the “Friends and Family” tab of the “Send Money” flow) to, and receiving money into your PayPal Account from, friends and family without making an underlying commercial transaction (that is, the payment is not for the purchase of goods or services or for making any other commercial transaction).*

*If you are making a commercial transaction (for instance 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:*

...

*A4.2.2 Brazilian and Indian registered Accounts may neither send nor receive Personal Transaction payments. This means that you cannot send Personal Transaction payments to Brazilian or Indian registered Accounts; and*

...”

Other consequential amendments are made to section A1.2 of Schedule 1 (Table of Fees)).

### **Fixed Fees for receiving Commercial Transaction payments**

We are increasing the Fixed Fee for receiving a Commercial Transaction payment in Brazilian Real (BRL) from 0.40 BRL to 0.60 BRL. The relevant entry in the table of Fixed Fees at section A4.6 of Schedule 1 (Table of Fees) (presented in context with the column headings) now reads as follows:

<i><b>Currency:</b></i>	<i><b>Fee:</b></i>
<i>Brazilian Real:</i>	<i>0.60 BRL</i>

### **Other changes**

Sections of the PayPal User Agreement have been amended to clarify existing wording (especially section 13 (PayPal Buyer Protection) and Schedule 1 (Table of Fees)) and correct minor typographical errors.

## **Notice of Amendment to PayPal Legal Agreements**

Issued: 06 Jan, 2016 (for Effective Dates see each individual entry below)

**Please read this document.**

We're making changes to the legal agreements that govern your relationship with PayPal.

We encourage you to carefully review this notice to familiarise yourself with the changes that are being made.

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 faster**

You don't have to type in your card details each time you pay, so you can check out faster online.

### **It's easier**

PayPal is the preferred web payment method in Luxembourg 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 [Legal Agreements](#) in effect

## **Notice of amendment to the PayPal User Agreement.**

Effective Date: Mar 23, 2016

You can find the amended PayPal User Agreement below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

## **SEPA**

Section 3.7 (“Top up” Bank Transfers) is amended to reflect that a User to allow PayPal to operate with third party products like with a registered address in Luxembourg will be able to pay with their bank accounts and/or or make an electronic transfer from their bank accounts to PayPal via the SEPA direct debit framework. The relevant paragraph in Section 3.7 now reads as follows:

“PayPal will make electronic transfers from your bank account in the amount you specify through a mechanism called Automated Clearing House (or ACH for short) (this may involve use of the Faster Payments Service if: you are making a “Top-up bank transfer”; your bank account is based in Finland and your bank supports that service for that particular transfer). You agree that such requests by you for PayPal to make electronic transfers from your bank account constitute your authorisation to PayPal to make the transfers and once you have provided your authorisation for the transfer, you will not be able cancel the electronic transfer. You give PayPal the right to resubmit any ACH debit you authorised that is returned for insufficient or uncollected funds. If you cancel any Direct Debit (including, without limitation, any SEPA Direct Debit), you agree to reimburse us for the value of any goods or services that you have consumed with the proceeds of that Direct Debit.

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. After the implementation of the use of SEPA Direct Debit mandates by PayPal, whenever you register a bank account with PayPal 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.”

## **Information for legal representatives of incapacitated or deceased Account holders**

Section 7.1 is amended to clarify that legal representatives of incapacitated or deceased Account holders can contact us for assistance regarding the administration of the Accounts in question. Section 7.1 now reads as follows (with added wording underlined):

*“7.1 Term and How to Close Your Account. The term of this Agreement is for a period of time when you successfully register for a PayPal account until this Agreement is terminated for whatever reason. Subject to section 7.2, you may close your Account and*

*terminate this Agreement at any time by logging in to your Account, clicking on the “Profile” tab, clicking on the “Close Account” link, and then following the instructions. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Special Funding Sources. You must withdraw your Balance not later than the time you close your Account and terminate this Agreement. You can find out more about closing your Account in the PayPal Help Centre which is accessed via the PayPal website. If you are the legal representative of an incapacitated or deceased Account holder, please contact us at the PayPal Help Centre for assistance.”*

## **Restricted Activities - Linked Accounts**

Under Section 9.1k, it is a Restricted Activity to control an Account that is linked to another Account that has engaged in a Restricted Activity. Section 9.1.k is amended to clarify how Accounts are deemed to be linked to each other. The amended section 9.1.k now reads as follows (presented in context with the relevant part of the root of section 9.1, with added wording underlined):

*“**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:*

...

*k. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities (an Account is deemed to be “linked” to another Account for the purpose of this section 9.1.k where PayPal has reason to believe that both Accounts are controlled by the same legal personality or group of legal personalities (including, without limitation, individuals), which is more likely when both Accounts share certain attributes, including, without limitation, the same recorded user name, email address, funding source (e.g. bank account) and/or recorded ID used to receive services from PayPal’s partners (such as an eBay ID));*”

## **Seller Protection**

PayPal now may exclude from coverage under the Seller Protection Programme any “Unauthorised Payments” initiated in an environment not hosted by PayPal. Section 11.1.a is amended in order to outline that exclusion and now reads as follows (presented in context within section 11.1, with added wording underlined):

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

*If you are the recipient of a payment made by a customer (“**Payment Recipient**”), we may reimburse you an amount for Claims, Chargebacks, or Reversals made against you based on the following reasons:*

*a. A Chargeback or Reversal was issued against you for the reason of an “Unauthorised Payment” (except for any “Unauthorised Payment” initiated in an environment not*

hosted by PayPal); or

b. A Chargeback or Claim was issued against you for the reason of “Not Received”,

where PayPal receives from you proof that the item was posted or delivered in accordance with the requirements set forth below, subject to the further provisions of this section 11 (including, without limitation, the Eligibility Requirements at section 11.6).”

## **Errors and Unauthorised Transactions**

When you report an “Improper Account Access” to PayPal you have certain rights under the terms and conditions of Section 12. “Improper Account Access” includes where someone has transferred or may have transferred money from your Account without your permission, under Section 12.1(v). We are amending Section 12.1(v) to ensure that “Improper Account Access” also includes where you link your Account with a third party platform to make payments from that platform and certain payments are made using that platform without your permission. The amended Section 12.1(v) reads as follows (with preceding wording shown to set the context and changes underlined):

***“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 PIN has been compromised; (iv) any device you have used to access the Services has been lost, stolen or deactivated, or (v) someone has transferred or may have transferred money from your Account without your permission (this includes where you link your Account with a third party platform (including a site or app), to make payments directly from that platform, but a payment was made from your Account for a transaction via that platform that you did not make) (collectively called “Improper Account Access”)...*”

## **Other changes**

Sections of the PayPal User Agreement have been amended to clarify existing wording (especially Schedule 1 Table of Fees) and correct minor typographical errors.

## **Notice of amendment to the PayPal Privacy Policy**

Effective Date: Feb 23, 2016



You can find the amended PayPal Privacy Policy below the version of that agreement currently in force by clicking [here](#) or accessing it via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

## **How We Share Information with Other Third Parties**

Section 6 has been amended to clarify the reason for which PayPal lists in the Privacy Policy the third party business providers and business partners to whom we may disclose your data.

Section 6 has also been amended to change the way PayPal will update the list of such third parties. PayPal will now update the list on each quarter date in a given year (January 1st, April 1st, July 1st and October 1st). You should review the list on every such quarter date. You will be deemed to have consented to the changes on the list after 30 days from the given quarter date. If you object to the changes, you may close your account and stop using our services.

Now the first three paragraphs of Section 6 read as follows:

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

*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 has listed in this Privacy Policy the third party service providers and business partners to whom we may disclose your data, together with the purpose of disclosure and type of information disclosed. You will find a link to those third parties [here](#) as well as in paragraphs a, b, d and g below. By accepting this Privacy Policy and maintaining an account with PayPal, you expressly consent to the transfer of your data to those third parties for the purposes listed.*

*PayPal may update the list of third parties referred to above every quarter (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>). PayPal will only start transferring any data to any of the new entities or for the new purposes or data types indicated in each update after 30 days from the date when that list is made public through this Privacy Policy. You should review the list each quarter on the PayPal website on the dates stated above. If you do not object to the new data disclosure, within 30 days after the publication of the updated list of third parties, you are deemed to have accepted the changes to the list and to this Privacy Policy. If you do not agree with the changes, you may close your account and stop using our services.”*

**You will find in the chart below the information about the third parties, new purposes or data types added to the list. You can access the full list of third parties [here](#).**

<b>Category</b>	<b>Party Name and Jurisdiction (in brackets)</b>	<b>Purpose</b>	<b>Data Disclosed</b>
Marketing and Public Relations	ThreatMetrix Inc. (USA)	To retrieve risk information regarding the IP and device from which customers are accessing PayPal, research and testing as to appropriateness of new products and services.	IP and hardware information about the device (device ID, User IP address and cookies.) Email address and other information collected during sign up.
Marketing and Public Relations	Akamai Technologies Inc. (USA)	Content delivery network – to deliver PayPal page content from local servers to users. To also retrieve risk information regarding the IP and device from which customers are accessing PayPal, research and testing as to appropriateness of new products and services.	IP and hardware information about the device (device ID, User IP address cookies.) Circumstances of the conduct of IP.
Credit Reference and Fraud Agencies	Soda Software Labs Limited (UK), Aire Labs Limited (UK), Biz Equity LLC (USA), Bizequity Limited (UK), DueDil Limited (UK), Creditsafe (UK), Creditsafe USA Inc. (USA), MiiCard Limited (UK), Yodlee Inc. (USA)	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 risk assessment on the customer and checks for the prevention and detection of crime including fraud and/or money laundering, assist in debt recovery,	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). All information supplied when applying for a product or account functionality (including information obtained from

		manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.	social media accounts or online reputation data.)
Credit Reference and Fraud Agencies	National Credit Bureau (Russia)	To receive business information for risk assessment, and compliance with anti-money laundering requirements, such as establishing the corporate structure and beneficial ownership. To 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.	Company registration number, name, and address of business, name, address, date of birth of directors, any 'trading as' names, list of companies that directors are involved in, date company established/registered,
	Intuit Inc. (USA), Intuit Limited (UK), The Sage Group plc (UK), Xero (UK) Limited, Xero Inc. (USA)	To receive information for risk assessment and assist in making decisions concerning a customer's credit worthiness (including	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

		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.	registration number, VAT number, funding instrument including bank account and credit /debit card details (if appropriate) and relevant transaction information (if appropriate).
Credit Reference and Fraud Agencies	Yodlee Inc. (USA), Intuit Inc. (USA), Intuit Limited (UK), The Sage Group plc (UK), Xero (UK) Limited, Xero Inc. (USA)	To receive information for risk assessment and 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.	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).
Customer Service Outsourcing	Lithium Technologies Inc. (USA)	To provide customer services arising from customer contacts to	Information provided by the customer via social media channels which may include

		PayPal on social media channels	name, address, phone number, email addresses, social media user names, 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.
Marketing	PaketPLUS Marketing GmbH	Managing marketing campaigns, distributing flyers to merchants and follow up of the campaigns.	Consumer name, Location, Nature and scale of fraud on the account, Business name
Market research	Eye square GmbH (DE)	To conduct customer service and marketing surveys	To conduct customer service and marketing surveys
Commercial Partnership	Harrow Council (UK)	Pay out funds to benefit recipients using PayPal	All Account Information
Operational Services	eBay Enterprise (GSI Commerce) (US)	Processing of PayPal payments and provision of customer support on merchants behalf.	Name, address, phone number, email addresses, truncated and limited, funding source expiration dates, type of PayPal account,, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions
Operational Services	Globalcollect (NL)	Process PayPal transactions, facilitate settlement of funds outside of the PayPal system and reporting.	Name, address, phone number, email addresses, truncated and limited, funding source expiration dates, type of PayPal account,, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions

Marketing and Public Relations	Google Inc., Google Ireland, Ltd. (Ireland), DoubleClick Europe Ltd (UK), DoubleClick, a division of Google, Inc	Help identify behaviour on PayPal websites and the mobile app in order to guide decision about targeted marketing; to help efficiently handling and optimising desktop and mobile campaigns and elsewhere in the web and execute retargeting campaigns in order to deliver personalised advertising.	Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages, ads and emails delivered to users. Advertising ID and device ID to segment user groups based on app behaviour, encrypted e-mail address associated with PayPal users (without indicating account relationship).
Marketing and Public Relations	Appnexus, Inc. (US), BlueKai, Inc. (US), Adobe Systems Incorporated (US), Mediamath Inc. (US), Criteo SA (France)	To execute retargeting campaigns in order to deliver personalised advertising.	Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages, ads and emails delivered to users.
Marketing and Public Relations	Facebook, Inc (USA), Facebook Ireland Limited (Ireland) and Twitter, Inc. (USA), AdRoll, Yahoo	To execute retargeting campaigns in order to deliver personalised advertising.	Advertising ID and device ID to segment user groups based on app behaviour, encrypted e-mail address associated with PayPal users (without indicating account relationship). Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages, ads and emails delivered to users.
Marketing and Public Relations	Conversant Inc. (USA), Commission Junction (USA), Conversant GmbH (Germany), Conversant International Ltd. (Ireland)	To execute and measure retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.	Hashed 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.
Marketing and Public Relations	StrikeAd UK Ltd. (UK), Criteo Ltd. (UK), Criteo Singapore Pte. Ltd (SP), Tapjoy Inc (US), Supersonic Ltd., StrikeAd Inc. (US),	To execute and measure retargeting campaigns in order to segment users for PayPal marketing campaigns.	Anonymous cookie ID, Advertising ID, and/or device ID to segment user groups for marketing purposes.

	Exponential Interactive Inc (US), InMobi (US), MoPub Inc. (US), AdMob Inc (US), Millennial Media Inc (US), Tapad Inc, Drawbridge Inc, Mobkoi, (UK) Fiksu, Inc. (US), Nanigans, Inc. (US), Eloqua, a division of Oracle Inc., Criteo SA (France), Rocket Fuel, StrikeAd Inc. (US)		
Marketing and Public Relations	Alliance Data FHC, Inc., trading as Epsilon International and/or Epsilon Communication Solutions, S.L	To execute outbound communication campaigns including, but not limited to, email and push notifications.	Contact information including, but not limited to, name, email, telephone number. Anonymous cookie ID, Advertising ID. Content of communications to be delivered to specific users and, as appropriate, segmentation group to which such person belongs to for communication purposes.
Marketing and Public Relations	Adjust GmbH (Germany)	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	Anonymous cookie ID, Advertising ID, and 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.
Marketing and Public Relations	Visual IQ, Inc (US)	Cross Device / Channel Measurement	Advertising ID and device ID to segment user groups based on app behaviour, encrypted

			e-mail address associated with PayPal users (without indicating account relationship). Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages, ads and emails delivered to users.
Commercial Partnership	VODAFONE SALES & SERVICES LIMITED (UK)	Marketing and management to allow PayPal to operate with third party products like the Vodafone Wallet	First, Last Name, Billing Address (Street Name, House Number, City, State, Postal Code, Country), Payer ID, Payment Method Nonce, CMID / Client Metadata ID, e-mail
Payment processor	Carta Financial Services Limited (United Kingdom)	Processing payments to allow PayPal to operate with third party products like the Vodafone Wallet	First, Last Name, Billing Address (Street Name, House Number, City, State, Postal Code, Country), Payer ID, Payment Method Nonce, CMID / Client Metadata ID, e-mail
Partner	Cloud IQ (United Kingdom)	Providing assistance with PayPal services to business customers	Customer name, business name, phone numbers, contact email addresses, website, business industry, number of PayPal transactions, transaction volume with PayPal, domestic / international transaction volume split, shipping details, card details for the payment
Partner	WebInterpret (France)	Providing assistance with PayPal services to business customers	Customer name, business name, phone numbers, contact email addresses, website, business industry, number of PayPal transactions, transaction volume with PayPal, domestic / international transaction volume split, shipping details, card details for the payment



Marketing and Public Relations	TubeMogul Inc (US), AdaptTV (UK)	To execute retargeting campaigns in order to deliver personalised advertising.	Anonymous ID generated by cookies, pixel tags or similar technologies embedded in Webpages, ads and emails delivered to users.
Credit Reference and Fraud Agencies	Creditsafe UK	To receive business information for risk assessment, and compliance with anti-money laundering requirements, such as establishing the corporate structure and beneficial ownership.	Company registration number, name, and address of business, name, address, date of birth of directors
Agencies	Data Protection Agencies located in Austria, Belgium, Bulgaria Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the UK.	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.	All account information

### **Other changes**

Section 2 of the PayPal Privacy Policy has been amended to clarify existing wording

### **Notice of amendment to the Commercial Entity Agreements**

Effective Date: Jan 23, 2016

While PayPal is not a party to the Commercial Entity Agreements, these agreements affect how you receive card-funded payments using PayPal's services. The Commercial Entity Agreements are your direct agreements with PayPal's banking partners, who enable you to receive card-funded PayPal payments. The Commercial Entity Agreements apply to merchants across the world – this means that not all of the changes affect merchants resident in Europe. We have given notice only of the changes that affect merchants resident in Europe.

You can find the amended Commercial Entity Agreements below the version of those agreements currently in force by clicking [here](#) or accessing them via the “Legal” or “Legal Agreements” footer on most PayPal site pages.

### **1. HSBC Bank Commercial Entity Agreement for Credit Card Processing Services**

Until the Effective Date, your agreement is with HSBC Bank Plc (as Member) and GPUK LLP (as Processor). On and from the Effective Date, the role of Member in this agreement, in respect of card processing services provided to you under this agreement, is undertaken by GPUK LLP instead. This means that GPUK LLP acts as Member and Processor under the agreement on and from the Effective Date. You do not need to do anything to accept the change.

For information only, this agreement is also amended for merchants based outside of Europe – merchants based in Europe are not affected by these particular amendments.

### **2. Commercial Entity Agreement for PayPal Payment Card Funded Processing Services (WorldPay)**

For information only, this agreement is amended only for merchants based outside of Europe. Merchants based in Europe are not affected by these amendments.

### **Amendment to PayPal Legal Agreements**

Effective Date: Jul 1, 2015

We encourage you to carefully review these policy updates to familiarise yourself with the changes that are being made.

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>) 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.

### **It's easier**

PayPal is the preferred web payment method in Luxembourg 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.**

### **Intellectual Property**

We are adding a new paragraph to section 1.3., which outlines the licence and rights that you give to us and to the PayPal Group (see paragraph 12 below for the definition of "PayPal Group") to use content that you post for publication using the Services. A similar paragraph features in the Privacy Policy, which is removed by the addition of this paragraph to the User Agreement. The new paragraph at section 1.3 reads as follows:

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

### **Eligibility and Types of Accounts**

Section 2.2 is amended to clarify the range of types of Accounts currently offered by PayPal. Accounts which used to be known as Premier Accounts are now offered by PayPal as Personal Accounts. The amended section 2.2 now reads as follows (with consequential amendments made elsewhere where Premier Accounts are referred to):

***“2.2 Personal and Business Accounts.*** *We offer the following types of Accounts: Personal and Business Accounts. Unless otherwise agreed, you may hold not more than one Personal Account and one Business Account. Holders of certain Personal Accounts may be required to upgrade their accounts (which may include providing further information to PayPal) in order to use all of the current functionality available in a Personal Account. By opening a Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account primarily for personal, family, or household purposes. You agree that your Account comprises the Payment Account and the Reserve Account.”*

### **Limits for sending, receiving and withdrawing**

Sections 3.2 (Sending Limits), 4.1 (Lifting your receiving limit) and 6.2a. (Withdrawal/Redemption Limits) are amended to clarify information about lifting your sending, receiving and withdrawal limits. The amended sections now read as follows:

***“3.2 Sending Limits.*** *If you have a periodic sending limit on your Account, you can view it by logging into your Account and clicking on the “View Limits” link on the “Account Overview” page. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can send through our Service.*

...

***4.1 Lifting your receiving limit.*** *If you have a periodic receiving limit on your Account, you can view it by logging into your Account and clicking on the “View Limits” link on the “Account Overview”. 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.*

...

### **6.2**

***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 periodic withdrawal limits, if any, by logging into your Account and clicking on the “View Limits” link on the “Account Overview.” 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.”*

### **Set-off of Balances**

Section 5.4 is amended so that the rights of set-off under this clause will only extend to the PayPal Group (and no longer to eBay). In simple terms, the rights of set-off outlined in section 5.4 mean that PayPal may deduct fees, charges or other amounts owed to PayPal or to the PayPal Group as described in that section from any Account Balance held or controlled by you. The amended section 5.4 now reads as follows:

*“5.4 Set-off of Balances. You agree that we may set-off any of the amounts held in Accounts held or controlled by you with any fees, charges or other amounts you owe us and (unless prevented by insolvency law) any such amounts you owe other members of the PayPal Group. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this section from an Account Balance held or controlled by you.”*

### **Keeping your Payment Instrument Safe**

Section 9.2 is amended by the addition of new sub-sections 9.2.h and 9.2.i and additional wording to sub-section 9.2j (to be new sub-section 9.2l), which, in general, require you to perform the listed actions to keep your Payment Instrument safe. The amended section 9.2 reads as follows:

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

*Not engage in any of the Restricted Activities;*

*Keep the details of your Funding Sources, password and PIN safe;*

*Not allow anyone else to have or use your Funding Source, password or PIN details;*

*Not disclose the details of your Funding Sources, password or PIN except when using the Service;*

*Never write your password or PIN in a way that can be understood by someone else;*

*Not choose a password or PIN that is made more memorable to you such as a sequence of letters or numbers that may be easy to guess;*

*Take care to make sure that no one sees your password or PIN when you use it;*

*Ensure you are logged out of all payment-relevant applications in your device when you don't use it to access the Service and/or when others could access it (e.g. where you share your device with others or use your device through unsecured public internet connections, such as in typical public "free-WiFi" areas);*

*Refrain from using any functionality that saves or stores your password or PIN on your access device;*

*Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe;*

*Keep your personal details in your Account up to date. We may be unable to respond to you if you contact us about your Account from an address, telephone number or email account that is not registered with us; and*

*Take all reasonable steps to protect the security of the personal electronic device through which you access the Services (including, without limitation, using pin and/or password protected personally configured device functionality to access the Services). If you lose your device, you must inform us immediately and delete your device from the settings in your PayPal account."*

### **Your Liability - Temporary Holds for Disputed Transactions and Payments to eBay or Buyers arising from eBay's resolution process**

The second paragraph of section 10.1.d is amended to clarify:

the conditions upon which PayPal may decide to place a temporary hold on funds in your Account to cover the full amount of the payment you received for a purchase in respect of which a claim under eBay's resolution process; and

the extent of your instructions to PayPal to make payments to eBay or the buyer (as the case may be) for amounts you owe to the relevant recipient under the terms of the eBay resolution process.

The amended section 10.1.d reads as follows:

*"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. A hold placed under this provision 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 applicable funds from your Account.*

*This process also applies to any claim that a buyer files with eBay through the eBay resolution process, provided that you have authorised eBay to use your PayPal Account to pay amounts you owe to eBay or to the buyer (as the case may be) under the terms of the eBay resolution process (“**Authorised Amounts**”) and eBay has notified us of the claim. To the extent that the above provisos are met, you authorise and instruct PayPal to process payments of all and any Authorised Amounts from your PayPal account to eBay or to the buyer (as the case may be) according to eBay’s instructions to PayPal, but you agree that PayPal may treat your authorisation and instruction for the payment of any given Authorised Amount as cancelled and PayPal shall not be obliged to complete such payment, if PayPal (in its sole discretion) decides that the claim would have been determined in your favour had it been filed as a Claim with PayPal. All claims filed directly with eBay are governed by eBay policy only. The terms of the PayPal Seller Protection Programme do not cover sellers in respect of claims filed by buyers directly with eBay.”*

## **Actions by PayPal**

Section 10.2 is amended to:

remove the reference to eBay as a party protected by the various actions that PayPal may take under this section; and

insert a new sub-section j to enable PayPal to suspend your eligibility for PayPal seller protection and/or PayPal Buyer Protection under this section (with the “Suspension of eligibility” paragraph in section 11.6 (Seller Protection Programme - Eligibility Requirements) deleted).

The amended parts of section 10.2 now read as follows (presented in context with the root of section 10.2):

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

...

*j. We may suspend your eligibility for PayPal seller protection and/or PayPal Buyer Protection.”*

## **Payment Hold**

We are adding a short sentence to the second paragraph of section 10.5a.ii to outline that PayPal may notify you about payment holds it places under section 10.5 through authorised third parties. The amended section 10.5a now reads 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 about it (including, without limitation, 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. We may notify you about the hold through authorised third parties (such as partner platforms on which you transact).”

## **Errors and Unauthorised Transactions – Identifying Errors and/or Unauthorised Transactions**

Section 12.1 is amended to clarify that it is very important that you immediately notify PayPal if you have reason to believe that any device you have used to access the Services has been lost, stolen or deactivated. This section also clarifies that we will hold you liable for unauthorised use of your Account if we have evidence that suggests that you have engaged in the activities listed at the end of the section. The amended section 12.1 now reads 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 PIN has been compromised; (iv) any device you have used to access the Services 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 or to your device while you are logged into the Services. We will hold you liable for unauthorised use of your Account if we have evidence that suggests: 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 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.”*

## **PayPal Seller Protection**

Section 11 is amended to make several improvements to the PayPal Seller Protection:

Adding a definition of Payment Recipient (section 11.1 is amended accordingly)

Removing the distinction between purchases made by a buyer on eBay or outside of eBay (section 11.2 is amended accordingly),

Modifying the suspension criteria of the PayPal Seller Protection (section 11.3 is amended accordingly).

The Amended parts of the Section 11 read as follows:

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

*If you are the recipient of a payment made by a customer ("Payment Recipient"), we will reimburse you an amount for Claims, Chargebacks, or Reversals made against you based on the following reasons: (...)*

### **“11.2 PayPal seller protection is available to:**

*Sellers with registered PayPal Account(s) in Luxembourg who receive PayPal payments from buyers making an eligible purchase (worldwide and everywhere PayPal is accepted).”*

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

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

*We may suspend your eligibility for PayPal Seller Protection if we hold a reasonable belief that there is an increased risk associated with your Account. In assessing a risk, we will consider the:*

*Total monetary amount and / or number of Claims, Chargebacks or Reversals issued against your PayPal Account;*

*Reasonable risk of your Account to the integrity of PayPal and our system; and*

*Potential losses occurring to us or our users.*

*We may suspend your eligibility for PayPal Seller Protection if it is linked or associated with another account which has been suspended.*

*We will lift the suspension provided we no longer hold a reasonable belief that there is an increased risk associated with your Account.”*

## **PayPal Buyer Protection**

Section 13 is amended to make several improvements to the PayPal Buyer Protection policy. The amendments:

improve the conditions of reimbursement under PayPal Buyer Protection for PayPal users (section 13.2 and 13.3 are amended accordingly) by:

extending the range of eligible purchases for all users to cover:

intangible items (such as rights of access to digital content and other licences);

services; and

travel tickets;

no longer using certain outcomes of eBay policies and/or actions (as listed in section 13.3.b, which is deleted accordingly);

no longer making the use of the eBay “Pay Now” button or the “Send Money” button as condition for reimbursement (section 13.2.c. i et ii are deleted accordingly); and

clarify your liability to PayPal when PayPal makes a final decision in favour of the buyer (section 13.6 is amended accordingly);

clarify your rights under PayPal Buyer Protection if (as the buyer) you receive recovery directly from the Payment Recipient or another third party for your purchase (section 13.12 is amended accordingly).

The amended parts of section 13 (as described above) read as follows:

### ***“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:*

*Your payment must be for an eligible item and made from your PayPal Account (see section 13.3 for further details on item eligibility);*

*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.*

Send the payment to the seller through:

*for SNAD claims the Send Money tab on the PayPal website by clicking the “Purchase” tab, or the seller's PayPal checkout, and*

*Open a Dispute within 180 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?**

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

*real estate (including, without limitation, residential property)*

*businesses*

*vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats),*

*custom made items (unless they are claimed to be Not Received)*

*items prohibited by the PayPal Acceptable Use Policy*

*industrial machinery used in manufacturing*

*items equivalent to cash (including, without limitation, gift cards)*

*Items purchased using Zong, Website Payments Pro or Virtual Terminal (if available)*

*Personal Transaction payments ».*

***a Payment Recipient?*** *If PayPal makes a final decision on the buyer’s problem in the buyer’s favour, you will be liable to PayPal for the amount that PayPal may reimburse to the buyer. PayPal shall not be obliged to refund your PayPal fees associated with the transaction or any other fees charged from your PayPal account by a third party associated with the transaction (such as the fees charged by a third party platform on which you make your sale). In some cases (for instance, if you lose a SNAD Claim because PayPal has reason to believe that the item you sold is counterfeit) you might not receive the item back (for instance, a competent authority may take control and/or possession of the item or it may be otherwise irreversibly dealt with).*

...

### ***“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 back to the seller at an address supplied to the buyer by PayPal during the Claim process (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 at an address supplied to the buyer by PayPal during the Claim process. In the event a seller loses a Claim, the seller will not receive a refund on his or her PayPal associated with the transaction or any other fees charged from your PayPal account by a third party associated with the transaction (such as the fees charged by a third party platform on which you make your sale).”*

### ***“13.12 No Double Recovery***

*You may not receive a recovery for a purchase under PayPal Buyer Protection if you additionally receive a recovery for that purchase directly from the Payment Recipient or another third party.”*

### **Complete Agreement and third party rights**

Section 14.8 is amended to ensure that the rights of the PayPal Group (instead of eBay) as specified in the User Agreement may be enforced against you under the User Agreement. The amended section 14.8 now reads as follows:

***“14.8 Complete Agreement and third party rights.*** *This Agreement (including any Schedule) sets forth the entire understanding between you and PayPal with respect to the Service. Sections 1, 7, 8, 10, 14, 15 and Schedule 1, 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 the PayPal Group in respect of their 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.”*

### **Definitions**

Section 15 is being amended to include the following new or updated terms and their definitions:

*“Event” has the meaning given in section 13.13.*

*“Payment Recipient” has the meaning given to it in section 11.1.*

*“PayPal Group” means PayPal Holdings Inc., and its subsidiaries and subsidiary undertakings and affiliates (which includes, without limitation, PayPal) as the case may be.”*

*“Services” means all products, services, content, features, technologies or functions offered by PayPal and all related sites, applications, and services.”*

**Fees for Cross Border Personal Transactions**

We are reducing the fee for sending or receiving a Cross Border Personal Transaction received by a recipient resident in Brazil which is fully or partially funded by debit or credit card from 7.4% + Fixed Fee to 5.99% + Fixed Fee. The relevant entry in the table of fees for Cross Border Personal Transactions in “Schedule 1. Table of Fees” (presented in context with the column headings) now reads as follows:

Recipient’s Country	Sender’s Country	Fee for payment fully funded by PayPal balance or bank account	Fee for payment fully or partially funded by debit card or credit card
Brazil	Anywhere	1.0%^	5.99% + Fixed Fee^

**Fees for Receiving Domestic Commercial Transactions**

The link to the Merchant rate page has been deleted and the Merchant rate has been added into the table:

<b>Receiving Domestic payments (Selling)</b>	3.4% + Fixed Fee (see table below)				
	<b>Merchant rate</b> (Subject to application and pre-approval by PayPal. Evaluated on a case-by-case limitation on the following criteria: qualifying monthly sales volume, size of average shopping standing):				
	<b>Luxembourg Merchant rates:</b>				
	<table border="1"> <thead> <tr> <th>Aggregate monetary amount of Commercial Transaction payments received in the previous calendar month</th> <th>Fee per transaction</th> </tr> </thead> <tbody> <tr> <td>€0.00 - €2,500.00</td> <td>3.4% + Fixed Fee</td> </tr> </tbody> </table>	Aggregate monetary amount of Commercial Transaction payments received in the previous calendar month	Fee per transaction	€0.00 - €2,500.00	3.4% + Fixed Fee
Aggregate monetary amount of Commercial Transaction payments received in the previous calendar month	Fee per transaction				
€0.00 - €2,500.00	3.4% + Fixed Fee				

€2,500.01 - €10,000.00	2.9% + Fixed Fee
€10,000.01 - €50,000.00	2.7% + Fixed Fee
€50,000.01 - €100,000.00	2.4% + Fixed Fee
above €100,000.00	1.9% + Fixed Fee

### **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: Jul 1, 2015

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

#### **Overview**

We have added a new definition of “information” since we protect personal information of our individual users the same way as we protect information of our merchants (legal entities). The new definition reads as follows:

*“For the purposes of this Privacy Policy, the term “information” means any confidential and/or personally identifiable information or other information related to users of PayPal Services, including but not limited to customers and merchants (legal entities).”*

#### **Binding Corporate Rules**

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

Personal Information” and updated the language in the section to reflect this situation. The new section reads as follows:

*”PayPal is committed to adequately protecting your information regardless of where the data resides and to providing appropriate protection for your information where such data is transferred outside of the EEA.”*

## **Information We Collect**

### **Information about you from Third Parties**

We have added a new paragraph stating that we may collect information about you from members of our corporate family, other companies and from other accounts we have a reason to believe you control. The new paragraph reads as follows:

*”**Information About You from Other Sources:** We may also collect information about you from other sources, including from members of PayPal’s corporate family, other companies (subject to their privacy policies and applicable law), and from other accounts we have reason to believe you control (whether in part or in whole).”*

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

We have simplified this section and moved some of its wording into a separate policy on Cookies, Web Beacons and Similar technologies (which will be accessible by a link). This policy further explains our use of these technologies for risk mitigation and fraud detection purposes. The new section reads as follows:

*”When you access our website or use PayPal Services, we (including companies we work with) may place small data files on your computer or other device. These data files may be cookies, pixel tags, "Flash cookies," or other local storage provided by your browser or associated applications (collectively "Cookies"). We use Cookies to recognise you as a customer, customise PayPal Services, content and advertising, measure promotional effectiveness, help ensure that your account security is not compromised, mitigate risk and prevent fraud, and to promote trust and safety across our sites and PayPal Services. You are free to decline our Cookies if your browser or browser add-on permits, unless our Cookies are required to prevent fraud or ensure the security of websites we control. However, declining our Cookies may interfere with your use of our website and PayPal Services. For more detailed information on our use of these technologies, please see our policy on [Cookies, Web Beacons, and Similar Technologies](#).”*

We have also added a sentence regarding communication with you (eg for customer service) and made clear that we retain the responses to you in the records of your account. The new sentence reads as follows:

*“Communications: When you communicate with us for customer service or other purposes (e.g., by emails, faxes, phone calls, tweets, etc.), we retain such information and our responses to you in the records of your account.”*

### **Recipients without registered PayPal Accounts and Requests**

We have also modified the language regarding users who engage an individual who is not a registered user of PayPal Services. This section explains how personal information may be collected by PayPal from unregistered users of PayPal Services if such unregistered users are engaged by a registered user of PayPal Services. The new wording reads as follows:

*“Individuals who are not Registered Users of PayPal Services and Requests: When a registered user of the PayPal Services attempts to engage an individual who is not a registered user of the PayPal Services in a transaction (for instance, by sending a payment or other benefit to, or requesting a payment from that individual), we will retain the information that the registered user of the PayPal Services submits to us, including, for example, the other party's email address, phone number and/or name. Although this particular information is stored for a certain period of time in compliance with applicable law, we will not use it to market to the non-registered person. Additionally, these persons have the same rights to access and correct information about themselves (assuming that their details were correct) as anyone else who uses the PayPal Services.”*

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

We have added a new definition of Account Information (the information associated with a user's PayPal account). The new definition is:

*“Account Information: For the purposes of this Privacy Policy, account information (“Account Information”) includes without limitation: name, address, email address, phone number, username, photograph, IP address, device ID, geolocation information, account numbers, account types, 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.”*

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

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

*process transactions and provide the PayPal Services;*



*verify your identity, including during account creation and password reset processes;*

*resolve disputes, collect fees, and troubleshoot problems;*

*manage risk, or to detect, prevent, and/or remediate fraud or other potentially illegal or prohibited activities;*

*detect, prevent or remediate violations of policies or applicable user agreements;*

*provide you with customer support services;*

*improve the PayPal Services by customizing your user experience;*

*measure the performance of the PayPal Services and improve their content and layout;*

*manage and protect our information technology infrastructure;*

*provide targeted marketing and advertising, provide service updates, and deliver 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*

*perform creditworthiness and solvency checks, compare information for accuracy, and verify it with third parties."*

We also explain that if you choose to answer our optional questionnaires or surveys, we may use such information to improve our services or send you marketing or advertising information.

***"Questionnaires, Sweepstakes, Surveys and Profile Data:*** *If you choose to answer our optional questionnaires or surveys, we may use such information to improve PayPal Services, send you marketing or advertising information, manage the sweepstakes, or as otherwise explained in detail in the survey itself."*

Changes have been made regarding how users can limit the sharing of their personal information, including via their mobile device.

We may also share with other users the fact that you are within local reach as a customer. The new addition reads: *"If you do not want this information to be shared, you can access, view and control the settings for any such data on your mobile device."*

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

Changes were made to this section explaining PayPal's data sharing practices with third parties, including law enforcement agencies, credit card associations and partner companies. For ease of reference for our users, we also moved the full list of these third

parties from the Privacy Policy to a separate document accessible via separate links that direct users to the full list (see paragraph 8 below for more details). This section was also modified to reflect the changing nature of the relationship between PayPal and eBay. Both parties will be separate entities, but would like to continue to provide users with the experiences they have come to expect. The changes to this section reflect PayPal's sharing of account information with eBay and other third parties for purposes of fraud prevention and risk management, customer service, shipping and legal compliance. As has always been the case, third parties will not be able to use this information for their marketing purposes without a user's express consent.

*“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 Privacy 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 with your information:*

*Disclose necessary information to: the police and other law enforcement agencies; security forces; competent governmental, intergovernmental or supranational bodies; competent agencies (other than tax related authorities), departments, regulatory authorities, self-regulatory authorities or organisations (including, without limitation, the Agencies referenced in the “Agencies” section [here](#)) and other third parties, including PayPal Group companies, that we have reason to believe it is appropriate for us to cooperate with in investigations of fraud or other illegal activity or potential illegal activity, or to conduct investigations of violations of our User Agreement (including without limitation, your funding source or credit or debit card provider).*

*We and other organisations, including parties that accept PayPal, may also share, access and use (including from other countries) necessary information (including, without limitation the information recorded by fraud prevention agencies) to help us and them assess and to manage risk (including, without limitation, to prevent fraud, money laundering and terrorist financing). Please [contact us](#) if you want to receive further details of the relevant fraud prevention agencies. For more information on these Agencies, fraud prevention agencies and other third parties, click [here](#).*

*Disclose necessary information in response to the requirements of the credit card associations or a civil or criminal legal process.*

*If you as a merchant use a third party to access or integrate PayPal, we may disclose to any such partner necessary information for the purpose of facilitating and maintaining such an arrangement (including, without limitation, 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).*

*Disclose necessary information to the payment processors, auditors, customer services providers, credit reference and fraud agencies, financial products providers, commercial partners, marketing and public relations companies, operational services providers, group companies, agencies, marketplaces and other third parties listed [here](#). The purpose of this disclosure is to allow us to provide PayPal Services to you. We also set out [list of third parties](#), under each " Category", non-exclusive examples of the actual third parties (which may include their assigns and successors) to whom we currently disclose your Account Information or to whom we may consider disclosing your Account Information, together with the purpose of doing so, and the actual information we disclose (except as explicitly stated, these third parties are limited by law or by contract from using the information for secondary purposes beyond the purposes for which the information was shared).*

*Disclose necessary information to your agent or legal representative (such as the holder of a power of attorney that you grant, or a guardian appointed for you).*

*Disclose aggregated statistical data with our business partners or for public relations. For example, we may disclose that a specific percentage of our users live in Manchester. However, this aggregated information is not tied to personal information.*

*Share necessary Account Information with unaffiliated third parties (listed [here](#)) for their use for the following purposes:*

*Fraud Prevention and Risk Management: to help prevent fraud or assess and manage risk. For example, if you use the PayPal Services to buy or sell goods using eBay Inc. or its affiliates ("eBay"), we may share Account Information with eBay in order to help protect your accounts from fraudulent activity, alert you if we detect such fraudulent activity on your accounts, or evaluate credit risk.*

*As part of our fraud prevention and risk management efforts, we also may share necessary Account Information with eBay in cases where PayPal has placed a hold or other restriction on your account based on disputes, claims, chargebacks or other scenarios regarding the sale or purchase of goods. Also, as part of our fraud prevention and risk management efforts, we may share Account Information with eBay to enable them to operate their programmes for evaluating buyers or sellers.*

*Customer Service: for customer service purposes, including to help service your accounts or resolve disputes (e.g., billing or transactional).*

*Shipping: in connection with shipping and related services for purchases made using PayPal.*

*Legal Compliance: to help them comply with anti-money laundering and counter-terrorist financing verification requirements.*

*Service Providers: to enable service providers under contract with us to support our business operations, such as fraud prevention, bill collection, marketing, customer service and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.”*

**How We Share Information with Other Third Parties**

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

**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 has listed in its Privacy Policy the third party service providers and business partners to whom it discloses user data, together with the purpose of disclosure and type of information disclosed.**

The current paragraph d of the part of section 4 labelled “Disclosure to Third Parties other than PayPal Customers” is moving to a table in a separate web page linked from and incorporated into the Privacy Policy and further 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.

<i>Category</i>	<i>Party Name and Jurisdiction (in brackets)</i>	<i>Purpose</i>	<i>Data Disclosed</i>
<b><i>Payment Processors</i></b>			
	<i>Global Payments UK LLP (UK)</i>	<i>To allow payment processing, fraud checking and dispute handling for transactions of PayPal users when those users transact with a merchant who uses the PayPal service via the Global Payments service.</i>	<i>Name, address, details of user funding instruments and details of payment transactions</i>

	<p><i>WorldPay (UK) Limited, Worldpay AP Limited, (UK) Worldpay . (The Netherlands)</i></p>	<p><i>To allow payment processing, fraud checking and dispute handling for transactions of PayPal users when those users transact with a merchant who uses the PayPal service via Worldpay service.</i></p>	<p><i>All Account information except details of user financial instruments</i></p>
	<p><i>American Express Travel Related Services Company, Inc.</i></p>	<p><i>To allow payment processing settlement services, and fraud checking.</i></p>	<p><i>Unique Seller ID.</i></p> <p><i>Seller MCC</i></p> <p><i>Seller DBA</i></p> <p><i>Authorized signer</i></p> <p><i>Seller address, postal and country code</i></p> <p><i>Seller phone number</i></p> <p><i>Seller email address</i></p> <p><i>Seller URL</i></p> <p><i>Date of birth (for sole proprietors only)</i></p> <p><i>For non-publicly traded Sponsored Merchants only (e.g. privately held company, sole proprietor), the following information for a Significant Owner (as defined below):</i></p> <p><i>First and last name</i></p>

			<p><i>Home address, postal code and country code</i></p> <p><i>SSN or date of birth</i></p> <p><i>Significant owner means an individual who has 25% or greater ownership of a business.</i></p> <p><i>Unique seller ID*</i></p> <p><i>Sponsored Merchant MCC</i></p> <p><i>Sponsored Merchant DBA</i></p> <p><i>Sponsored Merchant location (city, street, postal code and country code)</i></p> <p><i>Sponsored Merchant phone number</i></p>
	<i>JPMorgan Chase Bank, N.A. London Branch</i>	<i>Anti-money laundering, sanctions list checking and compliance checks</i>	<i>Name of merchant, country of domicile, and business activity</i>
	<i>Adyen B.V. (Netherlands)</i>	<i>To allow payment processing and settlement services globally.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>Allied Irish Bank PLC (UK)</i>	<i>To allow payment processing and settlement services in Europe.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>Cardinal Commerce Corporation (US)</i>	<i>To facilitate 3D Secure checking for payment processing globally.</i>	<i>Standard transaction data for 3D Secure.</i>

	<i>Coinbase Inc. (US)</i>	<i>To allow payment processing and settlement services globally.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>Heartland Payment Systems, Inc. (USA)</i>	<i>To allow payment processing and settlement services in the United States.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>Merchant e-Solutions, Inc. (US)</i>	<i>To allow payment processing and settlement services in the United States.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>Moneris Solutions Corporation (Canada)</i>	<i>To allow payment processing and settlement services in Canada.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>National Australia Bank Ltd. (Australia)</i>	<i>To allow payment processing and settlement services in Australia.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>Network Merchants, LLC. (US); Network Merchants Inc. (US)</i>	<i>To allow payment processing and settlement services in the United States.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>Stockholms Enskilda Bank AB (Sweden)</i>	<i>To allow payment processing and settlement services in Europe.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
	<i>WorldPay, Inc. (US); WorldPay Ltd. (UK)</i>	<i>To allow payment processing and settlement services globally.</i>	<i>Name, address, details of payment instruments, and details of payment transactions.</i>
<b><i>Customer Service Outsourcing</i></b>			
	<i>LatentView Analytics Pte. Ltd</i>	<i>To provide customer services regarding payments globally.</i>	<i>Name, address, phone number, email addresses, truncated</i>

			<i>and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.</i>
	<i>Authentify Inc.</i>	<i>Telephony based authentication service</i>	<i>Mobile and land-line phone numbers</i>
	<i>CallPoint New Europe AD dba TELUS International Europe (Bulgaria)</i>	<i>To operate refunded returns service.</i>	<i>Name, email address, PayPal transaction ID, return information (returned item category, reason for return, amount of return, currency, country of return, type of return) and shipping documentation evidence.</i>
	<i>Key Performance Group SAS, France</i>	<i>Administration of PayPal member referral program</i>	<i>First name, last name, email, customer ID, transaction information related to referral rewards</i>
	<i>New Relic, Inc. (US)</i>	<i>To provide analytics allowing us to troubleshoot errors in the service globally.</i>	<i>Log Data and Aggregated data on the service performance.</i>



	<i>PagerDuty, Inc. (US)</i>	<i>To alert on-call technicians that an email has arrived globally.</i>	<i>Subject of the Email at issue.</i>
	<i>Sumologic, Inc. (US)</i>	<i>To provide analytics allowing us to troubleshoot errors in the service globally.</i>	<i>Log Data and Aggregated data on the service performance.</i>

***Credit Reference and Fraud Agencies***

***Please note that in addition to the stated purposes below, 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.***

	<i>SCHUFA Holding AG (Germany), infoscore Consumer Data GmbH (Germany)</i>	<p><i>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 products and services.</i></p> <p><i>The creditworthiness scores that we request from these agencies include scores that are calculated according to mathematical-statistical procedures.</i></p> <p><i>Please note the fact that PayPal requested such information, and any negative account</i></p>	<p><i>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.</i></p>
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		<p><i>performance data disclosed to these databases in relation to customers who have a German PayPal account may potentially be:</i></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><i>and</i></p> <ul style="list-style-type: none"> <li><i>• transferred outside of the EU and on a global basis.</i></li> </ul> <p><i>Further, in relation to customers who have a German PayPal account, the information on a failed direct debit payment may be:</i></p> <ul style="list-style-type: none"> <li><i>• retained by the infoscore database for audit purposes; and</i></li> <li><i>• (without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments.</i></li> </ul>	
	<p><i>AuthenticID LLC</i></p>	<p><i>To verify identity; automatic data extraction from images of documents, and document validation / forgery detection. Research and testing as</i></p>	<p><i>Name, address, email address, date of birth, legal form, company registration number, VAT number, documents proving</i></p>

		<i>to appropriateness of new products and services.</i>	<i>identity and address, ownership of a funding instrument, or other documents requested by PayPal and the data contained therein for Risk / Compliance/ Credit purposes.</i>
	<i>Zoot Enterprises, Inc. (USA), Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)</i>	<i>To process technical applications and to provide a data and document gateway for account review, testing and vetting purposes, and to exchange user information and images of documents proving identity, address and ownership of funding instrument with 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.</i>	<i>All account information and documents supplied by customers, to include information used to provide identity and address, ownership of a funding instrument, or other documents requested by PayPal and the data contained therein for Risk / Compliance / Credit purposes. This information may also include IP addresses.</i>
	<i>Kount, Inc. (US)</i>	<i>To facilitate fraud checking for payment processing globally.</i>	<i>Name, address, device fingerprint data, details of payment instruments, and details of payment transactions.</i>
	<i>Artefacts Solutions LLC (US)</i>	<i>To detect fraud and mitigate risk related to transaction processing.</i>	<i>Truncated card number, amount of transaction, chargeback ratio, credit ratio, and decline ratio.</i>
	<i>Experian Information Solutions, Inc. (US)</i>	<i>To verify identity, assist in making decisions</i>	<i>Name, address, social security</i>

		<p>concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering.</p> <p>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.</p>	<p>number, date of birth, business name, legal name of business, tax ID, business phone number.</p>
	<p>Trulioo Information Services, Inc. (US)</p>	<p>To verify identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering.</p> <p>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.</p>	<p>Name, date of birth, address, ID number (if provided).</p>
<p><b>Commercial Partnerships</b></p>			
	<p>Stubhub Services S.à.r.l. (Luxembourg)</p>	<p>For the purposes of its AML and KYC requirements.</p>	<p>First and last name, date of birth, residential address, nationality, national ID/passport number</p>
<p><b>Marketing and Public Relations</b></p>			
	<p>TNS Deutschland GmbH (Germany)</p>	<p>To conduct customer service and marketing surveys.</p>	<p>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant</p>

			<i>transaction information.</i>
	<i>Rapp (France), Antics (US), Partner Path</i>	<i>To develop, measure and execute marketing campaigns.</i>	<i>Name, business name, address and registration number of merchant/partner, name, job, title, email address, phone number of merchant's contact person, merchant website URL, PayPal account number, third party applications used by the merchant, behaviour on PayPal Services website.</i>
	<i>Adobe Systems Incorporated.</i>	<i>To execute retargeting campaigns in order to deliver personalised advertising.</i>	<i>Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages</i>
	<i>Oracle Corporation UK Ltd</i>	<i>To develop, measure and execute marketing campaigns.</i>	<i>Name, business name, address and registration number of merchant, name, job title, email address, phone number of merchant's contact person, merchant website URL, PayPal account number, third party applications used by the merchant, behaviour on PayPal website.</i>
	<i>Iris (Germany)</i>	<i>To develop, measure and execute marketing campaigns.</i>	<i>Name, business name, address and registration number of merchant/partner, name, job title, email</i>

			<i>address, phone number of merchant's contact person, merchant website URL, PayPal account number, third party applications used by the merchant, behaviour on PayPal website.</i>
	<i>OC&amp;C Strategy Consultants Limited (UK)</i>	<i>To conduct market research and develop insight</i>	<i>Anonymized account and transaction information</i>
<b><i>Operational services</i></b>			
	<i>Gothia AS (Norway)</i>	<i>To collect debt; to handle reporting to credit reference agencies about defaulting 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, name of funding source provider, applicable details of account behaviour and copies of all correspondence (including without limitation, all correspondence relevant for reporting to credit reference agencies) in each case relating to amounts you owe (or another person owes) to us.</i>

	<i>Salesforce.com, Inc. (USA), Oracle America Inc. (USA), Adobe Systems Incorporated (USA), Teradata Corporation</i>	<i>To fulfil email operations in respect of the PayPal services (including, but not limited to, operations, customer services, collections, marketing programmes and promotions).</i>	<i>Name, address, email address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of the PayPal services offered or used and relevant transaction and account information.</i>
	<i>Zoot Enterprises, Inc. (USA), Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)</i>	<i>To process technical applications and to provide a data and document gateway for account review, testing and vetting purposes, and to exchange user information and images of documents proving identity, address and ownership of funding instrument with contracted fraud and credit reference agencies.</i>	<i>All account information and documents supplied by customers such as proofs of identity and address, ownership of a funding instrument, or other documents requested by PayPal and the data contained therein for Risk / Compliance Credit purposes.</i>
	<i>Lattice Engines, Inc.</i>	<i>To develop and optimize predictive models.</i>	<i>Name of the merchant, name of the contact person, address, email address, merchant website URL</i>
	<i>Interact CC Ltd (UK)</i>	<i>Providing assistance with PayPal service to customers</i>	<i>Customer name, business name, phone numbers, contact email, website, business industry, shipping details, card details for the payment</i>

	<i>The unbelievable Machine Company GmbH</i>	<i>Hosting BillSafe application on its servers</i>	<i>All Account information.</i>
<b>Group companies</b>			
	<i>PayPal Inc. (USA)</i>	<i>Acting on behalf of PayPal for the purposes of storing and processing of Account information.</i>	<i>All Account information.</i>
	<i>PayPal Europe Services Limited (Ireland), PayPal Malaysia Services Sdn Bhd (Kuala Lumpur), PayPal Israel Ltd (Israel), PayPal India Private Limited (India), PayPal (UK) Ltd (UK), PayPal France S.A.S. (France), PayPal Deutschland 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), PayPal SE (UK), Bill Me Later Inc. (Germany), PayPal Information Technologies (shanghai) Co., (China), PayPal Australia Pty Limited (Australia), PayPal Charitable Giving Fund (USA), PayPal Giving Fund UK (UK), Tradera AB (Sweden),</i>	<i>Acting on behalf of PayPal for the purpose of customer support, risk assessment, compliance and/or other back office.</i>	<i>All Account information.</i>
	<i>PayPal Pte. Ltd. (Singapore)</i>	<i>Acting for the account of PayPal by entering into and performing non-customer contracts which involve customer data.</i>	<i>All Account information.</i>
	<b>Commercial partners</b>		
	<i>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</i>	<i>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</i>	<i>All Account information.</i>



<p>(China), eBay Enterprise Marketing Solutions (USA) (formerly GSI Commerce, Inc (USA), VendorNet Inc (USA), PepperJam Network (USA), GSI Media 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), Marktplaats B.V. (Netherlands), Private Sale GmbH (Germany), 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), Zong Inc.(USA) and X.commerce, Inc. (USA). eBay Europe Services Limited (Ireland), eBay GmbH (Germany)</p>	<p>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>	
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## **Amendment to the PayPal Acceptable Use Policy**

Effective Date: Jul 1, 2015

**We encourage you to carefully review this Policy Update to familiarise yourself with all of the changes that are being made to the PayPal Acceptable Use Policy.**

### **Tobacco Products, E-cigarettes and Prescription Drugs and Devices**

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

The changes will be as follows:

Section 5 under Prohibited Activities, which contains the current provisions related to tobacco products and prescription drugs and devices, will be removed.

A new Section 2(c) under Prohibited Activities will read as follows:

*“You may not use the PayPal service for activities that: ... 2. relate to transactions involving ... (c) cigarettes ...”*

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

*“PayPal requires pre-approval to accept payments for certain services as detailed in the chart below.*

<i>Service Requiring Pre-Approval</i>	<i>Contact Information</i>
<i>... selling ... non-cigarette tobacco products, e-cigarettes or prescription drugs/devices.</i>	<i>Please send contact information, business website URL and brief business summary to <a href="mailto:aup@paypal.com">aup@paypal.com</a></i>

*... ”*

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

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

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

### **Bribery and Corruption**

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

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

### **Gambling**

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

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

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

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

*“PayPal requires pre-approval to accept payments for certain services as detailed in the chart below.*

<b><i>Service Requiring Pre-Approval</i></b>	<b><i>Contact Information</i></b>
<i>Activities involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes, if the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.</i>	<i>Please send contact information, business website URL and brief business summary to <a href="mailto:aup@paypal.com">aup@paypal.com</a></i>

...”

### **Transactions on eBay**

The Acceptable Use Policy currently includes a provision under Transactions on eBay related to use of PayPal in support of eBay transactions. That provision requires, with respect to such use of PayPal, compliance both with the Acceptable Use Policy and with eBay's rules

related to prohibited and restricted items set forth on eBay's website. In connection with the prospective separation of the eBay and PayPal businesses into independent publicly traded companies, we're removing that provision from the Acceptable Use Policy.

## **Amendment to the PayPal User Agreement**

Effective Date: Jan 29, 2015

### **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>) 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 Luxembourg 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.**

### **Intellectual Property**

Section 1.3 is amended to clarify the conditions of use of HTML logos provided by PayPal through its merchant services, auction tools features or affiliate programmes. The amended section 1.3 now reads as follows:

***“1.3 Intellectual Property.*** *The URLs representing the PayPal website(s), “PayPal,” and all related logos of our products and services described in our website(s) are either copyrighted by PayPal, trademarks or registered trademarks of PayPal or its licensors. In addition, all page headers, custom graphics, button icons, and scripts are either copyrighted by PayPal, service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. You, as a merchant, may use HTML logos provided by PayPal through our merchant services, auction tools features or affiliate programmes without prior written consent for the sole purpose of identifying yourself on your website as a merchant who accepts payments through the Service and directing web traffic from that website to the Service, but we may limit or revoke this permission at any time and for any reason in our sole discretion. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the Service or display them in any manner that implies PayPal’s sponsorship or endorsement. All right, title and interest in and to the PayPal website and any content thereon is the exclusive property of PayPal and its licensors.”*

### **Sending Money – Our execution of your Payment Orders**

The last sentence of the last paragraph of section 3.1 is amended by the insertion of further detail of to clarify the extent of PayPal’s obligations regarding settlement of refund transactions. The amended sentence now reads as follows (with added wording underlined):

*“... PayPal reserves the right not to effect a payment made by you until it receives cleared funds (this also means, without limitation, that PayPal is not obliged to settle a refund transaction before having received funding for the original transaction).”*

### **Special Funding Sources**

The part of section 3.4 relating to “Special Funding Sources” is amended by the insertion of further detail about how Special Funding Sources may be used. The amended part of section 3.4 relating to “Special Funding Sources” paragraphs read as follows:

***“Special Funding Sources:*** *Certain payments may be funded by special Funding Sources linked to your Account, such as merchant/transaction specific balance, gift vouchers or other promotional Funding Sources, the use and priority of which are subject to further terms and conditions between you and PayPal (“Special Funding Sources”).*

*Your Account Overview may show the notional amount available in your Special Funding Sources to fund qualifying payments at any given time. This amount does not constitute E-money, is not deemed part of your Balance and is not redeemable in cash - it only represents the amount of E-money which PayPal offers to issue and credit to your PayPal Account at the time of (and only to immediately fund) a qualifying PayPal payment, subject to (and only for the period outlined in) the further terms and conditions of use of that Special Funding Source. If your PayPal payment funded by a Special Funding*

*Source is rescinded (including, without limitation, Reversed) at a later time for any reason, PayPal will keep the amount that represents the portion of that PayPal payment that was funded by your Special Funding Source and (provided that the Special Funding Source has not already expired) reinstate the Special Funding Source.”*

### **Preferred Funding Sources when making Recurring or Automatic Payments**

Section 3.5c is amended to clarify the limitations of setting a Preferred Funding Source for your payments. The amended section 3.5c now reads as follows (presented in context with the relevant part of the root of section 3.5):

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

...

*c. Limitations. If you have a Balance in your PayPal Account and your payment does not qualify for funding by a Special Funding Source, PayPal will use your Balance instead of your Preferred Funding Source, unless your Preferred Funding Source is eCheque or PayPal Credit. If you have a Balance and do not want to use it to fund your next payment, you must withdraw from your Balance before initiating your next payment.”*

### **Your liability for cancelled direct debits.**

We are adding a short sentence to the end of the paragraph in section 3.7 (Bank Transfers) that begins with “PayPal will make electronic transfers from your bank account...” to outline your liability to PayPal in certain cases when you cancel a direct debit. The new sentence reads as follows:

*“If you cancel any direct debit (including, without limitation, any SEPA Direct Debit), you agree to reimburse us for the value of any goods or services that you have consumed with the proceeds of that direct debit.”*

### **Restricted Activities**

Section 9.1.gg is amended to make it a restricted activity (for the avoidance of any doubt) to expose PayPal to the risk of any regulatory fines by European, US or other authorities for processing your transactions. The amended section 9.1.gg reads as follows (presented in context with its root clause):

*“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. or where you expose PayPal to the risk of any regulatory fines by European, US or other authorities for processing your transactions); or*

...”

## **PayPal Buyer Protection**

Section 13 is amended to make several improvements to the PayPal Buyer Protection policy. The amendments will:

improve the conditions of reimbursement under PayPal Buyer Protection by:

increasing the time allowed for buyers to raise a Dispute from 45 days to 180 days from the date on which payment was made; and

extending the range of eligible purchases to cover custom made items that are claimed to be Not Received.

for all users contracting with PayPal under the User Agreement, clarify at section 13.7 that, if PayPal has reason to believe that returning an item that the buyer claims is SNAD to the Payment Recipient would result in a violation of applicable law, such as laws related to handling counterfeit items, PayPal may report the item to a competent authority. This may result in the authority taking control of and/or possession of the item from the buyer and the Payment Recipient might not receive the item back.

Please remember that if you sell or market to buyers in other countries, you should read the PayPal Buyer Protection policies of the countries in which your target buyers are based (the relevant PayPal Buyer Protection policies are available [here](#) and are also accessible via the “Legal” or “Legal Agreements” footer on most PayPal site pages) as these policies will apply to you as a Payment Recipient or seller.

## **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: Dec 29, 2014

## **Information We Collect**

We have amended the part of section 3 labelled “Required Information” to outline the further information that we may request from you when you use certain functionalities provided by us and the basis on which we may use that information.

The amended parts of section 3 labelled “Required Information” now reads as follows (presented in context with the clause heading):

### ***“Required Information***

...

*If you use certain functionalities provided by us (including, without limitation, PayPal POS functionality on your mobile app) we may ask you to upload a picture of you in order to provide these specific services. Your face must be recognisable. Your image is solely your responsibility.*

...”

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

The part of section 4 labelled “Disclosure to Other PayPal Customers” is amended to clarify the circumstances in and the basis upon which we may share certain elements of your information (such as your picture and the fact that you are within local reach as a customer). 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 using your mobile app, we may share your picture that you have stored with your mobile app with other PayPal users so that they can identify you, You license us to use your image for the above purposes on a non-exclusive, worldwide, royalty-free, transferable and sub-licensable basis.*

*We may also share with other users the fact that you are within local reach as a customer.*

...”

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

Paragraph d 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.

<i>Category</i>	<i>Party Name and Jurisdiction (in brackets)</i>	<i>Purpose</i>	<i>Data Disclosed</i>
<b><i>Credit Reference and Fraud Agencies</i></b>			
<b><i>Please note that in addition to the stated purposes below, 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.</i></b>			
	<i>Creditsafe USA Inc. (USA)</i>	<i>To receive business information for risk assessment, and compliance with anti-money laundering requirements, such as establishing the corporate structure and beneficial ownership.</i>	<i>Company registration number, name, and address of business, name, address, date of birth of directors</i>
	<i>DueDil Limited (UK)</i>	<i>To receive business information for risk assessment, and compliance with anti-money laundering requirements, such as establishing the corporate structure and beneficial ownership.</i>	<i>Company registration number, name and address of business, name, address, date of birth of directors.</i>

	<i>ID Checker.nl BV (Netherlands) (Ireland)</i>	<i>To verify identity; automatic data extraction from images of documents, and document validation / forgery detection. Research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth, legal form, company registration number, VAT number, proof of identity, address, ownership of a funding instrument or other documents requested by PayPal and the data contained therein for Risk / Compliance/ Credit purposes.</i>
	<i>Au10tix Limited (Cyprus)</i>	<i>To verify identity; automatic data extraction from images of documents, and document validation / forgery detection. Research and testing as to appropriateness of new products and services.</i>	<i>Name, address, email address, date of birth, legal form, company registration number, VAT number, documents proving identity and address, ownership of a funding instrument, or other documents requested by PayPal and the data contained therein for Risk / Compliance/ Credit purposes.</i>
	<i>Zoot Enterprises, Inc. (USA), Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)</i>	<i>To process technical applications and to provide a data and document gateway for account review and vetting purposes, and to exchange user information and images of documents proving identity, address and ownership of funding instrument with 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.</i>	<i>All account information and documents supplied by customers, to include information used to provide identity and address, ownership of a funding instrument, or other documents requested by PayPal and the data contained therein for Risk / Compliance / Credit purposes. This information may also include IP addresses.</i>
<b>Marketing and Public Relations</b>			
	<i>DemandGen AG (Germany)</i>	<i>To execute e-mail marketing campaigns</i>	<i>Name, email address, phone number, type of account, type, and nature of</i>

			<i>PayPal Services offered or used and relevant transaction information.</i>
	<i>StrikeAd UK Ltd. (UK), Ad-x Limited (UK), Criteo Ltd. (UK), Criteo Singapore Pte.Ltd</i>	<i>To execute and measure retargeting campaigns in order to segment users for PayPal Here marketing campaigns.</i>	<i>Anonymous cookie ID, Advertising ID and device ID to segment user groups for marketing purposes.</i>
	<i>Nanigans, Inc. (USA), Fiksu, Inc. (USA), Ad- X Limited (UK), Criteo Ltd. (UK), Criteo Singapore Pte.Ltd</i>	<i>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</i>	<i>Anonymous cookie ID, Advertising ID, and 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.</i>
<b><i>Operational services</i></b>			
	<i>Zoot Enterprises, Inc. (USA), Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)</i>	<i>To process technical applications and to provide a data and document gateway for account review and vetting purposes, and to exchange user information and images of documents proving identity, address and ownership of funding instrument with contracted fraud and credit reference agencies.</i>	<i>All account information and documents supplied by customers such as proofs of identity and address, ownership of a funding instrument, or other documents requested by PayPal and the data contained therein for Risk / Compliance Credit purposes.</i>
<b><i>Group companies</i></b>			

	<i>Private Sale GmbH (Germany)</i>	<i>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.</i>	<i>All account information.</i>
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**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.**

Effective Date: Jun 17, 2014

**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 in Luxembourg 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.**

### **PayPal as Login Method**

PayPal allows certain third parties, with your permission, to use PayPal as a means for you to log into those third parties' websites or other online services. A new section 2.4 has been added to explain how this works and clarify your rights and the obligations of the party offering PayPal as a means of login, which reads as follows:

*"2.4 PayPal as Login Method. If you use PayPal as means of logging into external websites or mobile apps, we may share your login status with any third party offering this Service as a login method, as well as the personal and other Account information that you consent to being shared so that the third party can recognise you. PayPal will not give such third party access to your PayPal Account and will only make payments from your Account to that third party with your specific authorisation."*

*If you offer this Service as a means for visitors to log into your website, app, or otherwise for your customer accounts, you must agree to any specific terms applicable when this functionality is made available to you, and comply with any specifications in any integration manual or guideline. PayPal does not guarantee or otherwise represent the identity of any user of this login method. PayPal will not share with you the personal and other Account information of the user (including login status) held by PayPal unless the user has consented to our disclosure of that information to you."*

...

### **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 to, within 1 Business Day following the date you gave us, and we received your valid Payment Order 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;" (...)

## **Funding Sources**

Section 3.4 is amended by the insertion of:

a new paragraph clarifying that, when adding a card as a Funding Source, you are providing PayPal with a continuous authority to automatically charge that card as a Funding Source; and

a new paragraph outlining how special Funding Sources (such as merchant specific balances and gift vouchers) may be used

The new paragraphs read as follows:

***“Cards as Funding Sources:*** *By adding a debit card, credit card or pre-paid card as a Funding Source, you are providing PayPal with a continuous authority to automatically charge that card to obtain the relevant funds when the card is used as a Funding Source pursuant to this Agreement. You can stop the continuous authority in respect of any card by removing that card as a Funding Source in your Account Profile.*

***Special Funding Sources:*** *Certain payments may be funded by special Funding Sources linked to your Account, such as merchant specific balance, gift vouchers or other promotional funding sources, the use and priority of which are subject to further terms and conditions between you and PayPal (“Special Funding Sources”). Your Account Overview may show, as part of your overall account balance, the notional amount available in your Special Funding Sources to fund qualifying payments at any given time.”*

## **Preferred Funding Sources when making Recurring or Automatic Payments**

Section 3.5b is amended to clarify how you may use a Preferred Funding Source for Recurring or Automatic Payments. The amended section 3.5b now reads as follows:

***“3.5 Preferred Funding Source.*** *If you would like to select a Preferred Funding Source, you may do so in these instances(...)*

*b. In your Account Profile - Recurring Payments. If you have set up a Recurring or Automatic Payment, or authorized a merchant or other third party to collect payments from your PayPal Account, you may be able to select a Preferred Funding Source for all future payments to the merchant or other third party. You may do so by logging in to your Account, selecting "Profile", selecting "Recurring Payments" or "Pay List", and then by*

*selecting the links to set a Preferred Funding Source (may be called "Backup Funding Source"). Otherwise we will use your Default Funding Source."*

...

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

The paragraph in section 3.10 (Third party initiated payments (including Recurring Payments)) setting out obligations on payment recipients to notify the payer in advance is amended to read as follows:

***"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 a mobile app provided by a merchant , or eBay) to collect funds from your PayPal Account."*

...

### **Receiving Money**

We are adding a short sentence to the start of section 4 to clarify the possibilities of receiving money with PayPal, which reads as follows:

*" PayPal may allow anybody (with or without a PayPal Account) to initiate a payment to your Account."*

...

### **Restricted Activities**

A new Section 9.1.f and hh is added to make it a restricted activity to fail to comply with mandatory requirements set out in our integration or programmers' guides. The new sections 9.1.f and hh read as follows (presented in context with its root clause):

***"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:*

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

*ah. Integrate or use any of the Services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers' guide or other documentation issued by PayPal from time to time."*

...

## Keeping your Payment Instrument Safe

Section 9.2 is amended by the addition of new sub-sections 9.2.i and 9.2.j, which, in general, require you to keep your personal details in your Account up to date and take all reasonable steps to protect the security of any device that you use to access the Services. The new sections 9.2.i a and 9.2.j read as follows (presented in context with their root clauses):

*“ You agree to perform the following actions to keep your Payment Instrument safe:*

*i. Keep your personal details in your Account up to date. We may be unable to respond to you if you contact us about your Account from an address, telephone number or email account that is not registered with us.*

*j. Take all reasonable steps to protect the security of the personal electronic device through which you access the Services (including, without limitation, using pin and/or password protected personally configured device functionality to access the Services and not sharing your device with other people).”*

## PayPal Buyer Protection

Section 13.7 is added to clarify the extent of your potential liability under PayPal Buyer Protection if you are a Payment Recipient (i.e. a seller). New section 13.7 reads as follows:

### ***“13.7 Scope of coverage***

***Payment Recipients:*** *As a Payment Recipient you are liable to PayPal if you lose a Claim from a buyer with a PayPal account registered anywhere in the world (whether under the PayPal Buyer Protection policy of the country of registration of that buyer’s PayPal Account or otherwise). 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). If you sell or market to buyers in other countries, please read the PayPal Buyer Protection policy of the countries in which your target buyers are based (accessible via the “Legal” or “Legal Agreements” footer on most PayPal site pages) as these policies will apply to you as a Payment Recipient or seller.*

## Event Tickets



A new Section 13.13 is added to give buyers notice that in certain cases the proceeds of their payments to Payment Recipients for event tickets may be held on trust for (i.e. for the benefit of) the buyer, to ensure that they can get their money back through PayPal, subject to further conditions, if the event does not take place on the scheduled date: The new section 13.13 reads as follows):

***“13.13 Event tickets***

*In certain cases, if you purchase a ticket or pay for the right to attend an event from a Payment Recipient who is a UK registered PayPal Account holder (“Event”), all monies paid by you will be held by PayPal on trust for you, so that the beneficial interest in such monies remains with you until the performance of the Event in question.”*

...

**Reversals**

The definition of “Reversal” in section 15 is amended to clarify some of the causes of a payment that qualifies as a Reversal. The amended definition reads as follows:

***ax. “Reversal” means a payment that you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a buyer directly with their bank; and/or (b) removed from your Balance for any reason (other than a Chargeback or Claim pursuant to PayPal Buyer Protection), including, without limitation, where (i) the payment violates our Acceptable Use Policy, or we reasonably suspect that the payment violates our Acceptable Use Policy or (ii) the payment amount was not authorized by the sender with the relevant third party in connection with a valid third party initiated payment authorization (see section 3.10); or (iii) the payment was funded by a bank transfer that was subsequently reversed by the bank for any reason 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.”***

...

**Personal Transactions**

Note c. at the definition of “Personal Transaction” in Schedule 1 – Table of Fees is amended to reflect the fee payment options available to senders and recipients of Personal Transactions (with the sender paying the processing fee for a Personal Transaction by default, subject to certain exceptions). Corresponding changes have been made to text in the table fees for Cross Border Personal Transactions. The amended note c. at the definition of “Personal Transaction” reads as follows (presented in context with the root of the definition):

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

*c. when a fee applies to a Personal Transaction, the sender by default pays the fee, but certain functionality may require the recipient to pay the fee instead (for instance where that functionality allows the sender to decide 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 PayPal may allow the third party to 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.”*

...

### **Categories of countries for the calculation of processing fees for cross border payments**

A key determinant of the relevant processing fee for cross border payments is the region in which the sender’s PayPal account is registered. The Cross Border Fee regions (and their constituent countries) are as follows: We are adding and clarifying the status of certain countries in certain cross border fee regions. Belarus, Georgia and Kosovo have been added to the Europe II region, the status of Macedonia and Moldova as members of the Europe II region has been clarified and the status of Monaco and Montenegro as members of the Europe I region has been clarified. The cross border fee regions (and their constituent countries) are as follows and are updated in the fee statements for cross border Personal Transactions and Commercial Transactions in Schedule 1 –Table of Fees:

**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, Monaco, Montenegro, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain, United Kingdom (including Channel Islands and Isle of Man), Vatican City State.

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

### **Commercial Transaction Refund Fee**

We are adding a note on partial refunds in the section about the Commercial Transaction Refund Fee in Schedule 1 –Table of Fees, which reads as follows:

***"Commercial Transaction Refund Fee***

***Full refunds***

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

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

*We will debit from your Account the amount initially credited to your Account in connection with the Commercial Transaction payment and the Fixed Fee portion of the Commercial Transaction Fee.*

***Partial Refunds***

*If you issue a partial refund of a Commercial Transaction payment, we will retain a pro-rated share of the Fixed Fee portion of the Commercial Transaction fee.*

*Your buyer's account will be credited with the amount you specify to be refunded to your buyer.*

*We will debit from your account the pro-rated share of the amount initially credited to your account in connection with the Commercial Transaction payment and the pro-rated share of the fixed fee portion of the Commercial Transaction fee."*

...

**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: May 14, 2014

**Amendment to the PayPal Privacy Policy**

## **Information We Collect**

We are amending section 3 to outline details of further information that we may request from you when you use certain functionalities provided by us and to clarify the types of information about you and your business that we may collect relating to a transaction.

The amended parts of section 3 now read as follows:

### ***“3. Information We Collect***

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

*(...)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. If we allow you to link your membership of an eligible loyalty scheme to your Account, we may require you to provide to us your loyalty scheme membership ID.“*

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

We are adding a new part to section 4, labelled “Content Posted by You for Publication”(beneath the part labelled “Internal Uses”) . This paragraph outlines the licence and rights that you give to us and to all subsidiaries of eBay Inc. to use content that you post for publication using the PayPal Services. The new paragraph reads as follows:

### ***“Content Posted by You for Publication***

*When providing us with content or posting content [(in each case for publication, whether on- or off-line)] using the PayPal Services, you grant eBay Inc, and its subsidiaries and subsidiary undertakings (which includes, without limitation, PayPal) (the “eBay Group”) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against the eBay Group, its sublicensees or assignees. You represent and warrant that none of the following infringe any intellectual property right: your provision of content to us, your posting of content using the PayPal Services, and the eBay Group’s use of such content (including of works derived from it) in connection with the PayPal Services.”*

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 use PayPal as means of logging into external websites or mobile apps, we may share your login status with any third party offering this Service as a login method, as well as the personal and other Account information that you consent to being shared so that the third party can recognise you. PayPal will not give such third party access to your PayPal Account and will only make payments from your Account to that third party with your specific authorisation. You can access, view and control the settings for any such data sharing with merchants when logged into your PayPal account.*

*If you link your membership of an eligible loyalty scheme to your Account in our mobile app, we may share your loyalty scheme membership ID with any merchant participating in the relevant loyalty scheme when you pay that merchant using PayPal. If you remove your loyalty scheme membership ID from your Account, we will stop sharing this information.”*

...

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

Paragraph d. of the part of section 4 labelled “Disclosure to Third Parties other than PayPal Customers” is amended to explain that where you have consented to disclosure of your data to a third party listed in section 4, this will also include the third party’s assigns and successors (i.e. another party that steps into the place of the third party to perform its services to PayPal) The amended paragraph d. reads as follows:

#### ***“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:*

(...)

*d. Disclose information to the "Categories" of third parties listed in the table below. The purpose of this disclosure is to allow us to provide our services to you. We also set out in the table below, under each "Category", non-exclusive examples of the actual third parties (which may include their assigns and successors) to whom we currently disclose your account information, together with the purpose of doing so, and the actual information we disclose (except as explicitly stated, these third parties are limited by law or by contract from using the information for secondary purposes beyond the purposes for which the information was shared).”*

**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 (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.

<i>Category</i>	<i>Party Name and Jurisdiction (in brackets)</i>	<i>Purpose</i>	<i>Data Disclosed</i>
<i>Customer Service Outsourcing</i>			
	Attensity Europe GmbH	To provide customer services arising from customer contacts to PayPal on social media channels.	Information provided by the customer via social media channels which may include name, address, phone number, email addresses, social media user names, 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.
	ePerformax Contact Centers & BPO (USA), Genpact International Inc. (USA)	To provide customer services regarding payments globally.	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><i>Credit Reference and Fraud Agencies</i></b>		
LexisNexis, LexisNexis Risk Solutions UK Limited (UK)	To assist with customer authentication	Name, address and date of birth
Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)	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.
MaxMind, Inc. (USA)	To detect fraud.  <b>Please note that data disclosed to this service provider may be:</b> <ul style="list-style-type: none"> <li>• retained by it for audit and fraud prevention purposes;</li> <li>• used by it for the purpose of optimising its fraud detection services provided to PayPal and other third parties; and</li> <li>• transferred outside of the EU and on a global basis.</li> </ul>	All account information and IP address, credit card information.
Future Route Ltd (UK)	To carry out accounting data analysis of our commercial users for real time credit-risk evaluation.	Name, address, email address and date of birth.
<b><i>Financial Products</i></b>		

Total System Services, Inc. (USA)	To process merchant initiated and customer authorised payments (including customer direct debit information) to provide account/card processing services, to store transaction, payment and other customer data related to those transactions. To provide call centre services, card printing, and statement printing services.	Name, address, email address, date of birth (where required), all account information and documents supplied by customers, to include information required to prove identity and address.
<b>Marketing and Public Relations</b>		
Grayling Communications Limited (UK), Rock Communications (Italy), Fleisher (Israel), Clue PR (Poland).	To answer media enquiries regarding customer queries.	Name, address, and all customer account information relevant to customer queries.
Oracle America Inc. (USA)	To develop, measure and execute marketing campaigns.	Name, business name, address and registration number of merchant, name, job title, email address, phone number of merchant's contact person, merchant website URL, PayPal account number, third party applications used by the merchant, behaviour on PayPal website.
Foule Access SAS (France)	To store merchants' contact information for marketing communications to those merchants.	Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.
Appnexus, Inc. (US), BlueKai, Inc. (US), Conversant GMBH (Germany), Google Ireland, Ltd. (Ireland),DoubleClick Europe Ltd (UK).	To execute retargeting campaigns in order to deliver personalised advertising.	Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages
Criteo SA (France)	To execute retargeting campaigns in order to deliver personalised advertising.	Anonymous ID generated by cookies, pixel tags or similar technologies embedded in webpages and emails delivered to users.
Linkedin Ireland Limited (Ireland)	To execute retargeting campaigns in order to deliver personalised advertising.	Encrypted e-mail address associated with PayPal users



		(without indicating account relationship).
Conversant 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.
StrikeAd UK Ltd. (UK), Ad-x Limited (UK)	To execute and measure retargeting campaigns in order to segment users for PayPal Here marketing campaigns.	Anonymous cookie ID and device ID to segment user groups for marketing purposes.
Fiksu, Inc. (US)	To execute and measure retargeting campaigns in order to segment users for marketing campaigns involving PayPal mobile applications.	Device ID used for Apple's iOS operating system when a user installs an application, signs up for the PayPal Services, logs in, checks in, or sets a profile picture.
Nanigans, Inc. (US)	To execute retargeting campaigns in order to deliver personalised advertising.	Advertising ID associated with Apple iOS devices when a user installs an application, relaunches an application, signs up for the PayPal Services, logs in, checks in, checks their balance, saves an offer, successfully completes a transaction, sets a profile picture, or makes other account changes in or related to the use of the application.
Facebook, Inc (USA), Facebook Ireland Limited (Ireland) and Twitter, Inc. (USA)	To show relevant advertisements to Facebook and Twitter users (as the case may be).	Encrypted e-mail address associated with PayPal users (without indicating account relationship).
Purepromoter Ltd t/a Pure360	To send service related and (depending on opt-in settings) promotional SMS messages to PayPal users.	Mobile Number, name, address, email address, business name, business contact details, domain name, account status, account type, account preferences, type and nature of the PayPal services offered or used and relevant transaction and account information.

<b>Operational services</b>		
<p>Kanzlei Dr. Seegers, Dr. Frankenheim &amp; Partner Lawyers (Germany, Austria, Switzerland), Akinika Debt Recovery Limited (UK), Capita Plc (UK), Compagnie Francaise du Recouvrement (France), Clarity Credit Management Solutions Limited (UK), eBay Europe Services SARL (Luxembourg); EOS Solution Deutschland GmbH (Germany), EOS Aremas Belgium SA/NV (Belgium), EOS Nederland B.V. (Netherlands), Arvato Infoscore GmbH (Germany), , Infoscore Iberia (Spain), , SAS (France), Transcom WorldWide S.p.A. (Italy), Transcom Worldwide SAS (Tunisia), Intrum Justitia S.p.A. (Italy),</p>	<p>To collect debt.</p>	<p>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 and copies of all correspondence in each case relating to amounts you owe (or another person owes) to us.</p>
<p>KSP Kanzlei Dr. Seegers (Germany), BFS Risk &amp; Collection GmbH (Germany); HFG Hanseatische Inkasso- und Factoring- Gesellschaft (Germany), BFS Risk and Collection GmbH (Germany), Team 4 Collect (Spain), Arvato Polska (Poland), BCW Collections Ireland Ltd (Ireland), S.C. Fire Credit S.R.L. (Romania), Gothia Financial Group AB (Sweden), Gothia AS (Sweden), Gothia A/S (Denmark), Gothia Oy (Finland), Credit Solutions Ltd (United Kingdom).</p>	<p>To collect debt; to handle reporting to credit reference agencies about defaulting customers.</p>	<p>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 copies of all correspondence (including without limitation, all correspondence relevant for reporting to credit reference agencies) in each case relating to amounts you owe (or another person owes) to us.</p>
<p>Begbies Traynor Group plc (UK), Moore Stephens LLP (UK), Moore Stephens Ltd (UK), Moore Stephens International Ltd (UK), Moorhead James LLP (UK),</p>	<p>To investigate (including, without limitation, to carry out asset and/or site inspections and/or business evaluations) and/or collect</p>	<p>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial</p>

Comas Srl (Italy), RBS RoeverBroennerSusat GmbH & Co. KG (Germany), LLC Elitaudit (Russia), National Recovery Service (Russia).	(and/or assist with the collection of) debt from potentially and actually insolvent customers	instruments account, sort code, account balance, details of account transactions and liabilities, name of funding source provider and copies of all correspondence, in each case relating to amounts you owe (or another person owes) to us.
Hanseatische Inkasso-Treuhand GmbH (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
Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)	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
Interxion Datacenters B.V.	To provide data centre operations support for the Bill Safe credit product.	All relevant account information and transaction information (as appropriate).

### Other changes

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