

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](#) 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 PayPal User 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
---------	-----------

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

- to reduce the caps on Fees for receiving eCheques for Users with their registered address in Ireland (at section A3.10) ; and
- correct minor typographical errors.

Notice of amendment to the PayPal User Agreement.

Effective Date: Dec 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. 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.

...”

3. 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.

If you are a User with your registered address in Ireland, the fees outlined in new section A1.2.2.2 shall apply to Cross Border Personal Transaction payments other than those sent to the EEA in Euro or Swedish Krona until further *immediate notice published by PayPal on the Policy Updates page (accessible via the Legal footer on most PayPal site pages) on or after 11 December 2018 (as PayPal may determine in its sole discretion)*. After that time, the Fees in new section A1.2.2.3 shall apply instead.

Section A1 of Schedule 1 now reads as follows:

“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

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

A1.2 Cross Border Personal Transaction payment Fees

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

<i>Activity</i>	<i>Fee.</i>
<i>Sending a Cross Border Personal Transaction payment to the EEA in Euro or Swedish Krona</i>	<i>Free (when no currency conversion is involved)</i>

A1.2.2 Other Cross Border Personal Transaction payments

A1.2.2.1 Sent by Users with their registered address in the UK, Jersey, Guernsey, Isle of Man or Gibraltar

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 or country group 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 Fee based on the amount you are sending (third to fifth columns inclusive).

<i>Activity</i>	<i>Country of recipient's Account</i>	<i>Fee^^ for transaction amounts of:</i>

		0.00 - 49.99 GBP	50.00 - 99.99 GBP	100.00+ GBP
		‡	‡	‡
Sending a Cross Border Personal Transaction payment	<i>US, Canada, Northern Europe, Europe I, Europe II</i>	<i>0.99 GBP</i>	<i>1.99 GBP</i>	<i>1.99 GBP</i>
	<i>Any other country^</i>	<i>0.99 GBP</i>	<i>1.99 GBP</i>	<i>3.99 GBP</i>

‡If the transaction is funded in a currency other than GBP, we will rate it according to the equivalent amount in GBP, calculated using the prevailing base exchange rate pursuant to section 8.2.

A1.2.2.2 Sent by Users with their registered address in Ireland

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. **Ask the recipient if you are not sure** (second column).

Step 2. Find the applicable Fee (third column).

Activity	Country of recipient's Account	Fee ^^
Sending a Cross Border Personal Transaction payment	<i>Germany</i>	<i>2.0%</i>
	<i>Australia, Canada, Poland, US</i>	<i>1.0%</i>
	<i>Japan</i>	<i>0.3%</i>
	<i>China, Hong Kong, Singapore, Taiwan</i>	<i>0%</i>
	<i>Any other country^</i>	<i>0.5%</i>

On further immediate notice published by PayPal on the Policy Updates page (accessible via the Legal footer on most PayPal site pages) on or after 11 December 2018 (as PayPal may determine in its sole discretion), the Fees set out in section A1.2.2.3 shall apply to Users registered in Ireland instead of the Fees set out in this section A1.2.2.2.

A1.2.2.3 Sent by Users with their registered address in other Relevant Countries

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 or country group 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 Fee (third column).

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

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

^{^^} See section A4.7 of this Schedule 1 below.”

4. Fees – Charity Pricing

We are increasing the Charity Fixed Fee at section A3.9.1.3 (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 A3.9.1.3 (Charity Fixed Fee) in Schedule 1 as follows with amended text underlined:

“A3.9.1.3 Charity Fixed Fee

Depending on the payment currency received:

...

<i>Brazilian Real:</i>	<i>0.60 BRL</i>
------------------------	-----------------

...”

5. 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 the PayPal Website Payments Pro and Virtual Terminal Agreement (UK only).

Effective Date: Dec 11, 2018

You can find the amended PayPal Website Payments Pro and Virtual Terminal 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. Termination and suspension

We are amending sections 8.1 and 8.4 to:

- a. increase the prior notice you are required to give to PayPal to terminate the PayPal Website Payments Pro and Virtual Terminal Agreement from 10 days to 30 days; and
- b. clarify and reorganise existing wording.

Sections 8.1 and 8.4 now read as follows (presented in context with the root clause and with added/amended wording underlined):

“8. Termination and suspension

1. By you. *You may terminate this Agreement by giving 30 days’ prior notice to PayPal Customer Service of your intent to either:*

- a. terminate this Agreement. PayPal Customer Service will confirm termination via email. This option lets you stop using your Product and paying for it, but your PayPal Account remains open and its User Agreement remains in effect; or*

b. close the PayPal Account that you use with your Product (see the User Agreement for more information). This option terminates this Agreement, letting you stop using your Product and paying for it, and initiates the closure process for your PayPal Account. Your PayPal Account remains open and its User Agreement remains in effect until the closure of the PayPal Account takes effect, subject further to the provisions relating to closing your PayPal Account in the User Agreement.

...

4. Effect of termination. *When this Agreement terminates, you must immediately stop using your Product, and PayPal may prevent or hinder you from using it after termination. If you nevertheless use a Product after termination of this Agreement, then this Agreement will continue to apply to your use of that Product until you give effect to the termination by stopping your use of that Product. The following clauses in this Agreement shall survive termination of this agreement and continue in full force and effect: Clauses 2, 4(1) 8(2), 8(4). Termination of this agreement shall not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination, and you will not be entitled to a refund of any Monthly Fee applicable to any period prior to termination.*

...”

2. Other changes

Sections of the PayPal Website Payments Pro and Virtual Terminal 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](#) 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. Fees – Currency Conversion Fee for UK Users

We are increasing the Currency Conversion Fee at section A3.1 (Currency Conversion) in Schedule 1 applicable to UK users from 3.0% to 3.5% for conversions into US Dollars (USD) and Canadian Dollars (CAD). We have amended section A3.1 (Currency Conversion) in Schedule 1 as follows:

Activity or Event	Fee
A3.1 Currency Conversion	<p data-bbox="384 842 1177 1056">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:</p> <p data-bbox="384 1171 862 1203">2.5% above the Base Exchange Rate.</p> <p data-bbox="384 1247 1114 1310">A3.1.2 For all other transactions involving a currency conversion:</p> <p data-bbox="384 1354 1057 1417">A3.1.2.1 If you are a User registered in a Relevant Country other than the UK and Ireland:</p> <p data-bbox="384 1461 862 1493">4.0% above the Base Exchange Rate.</p> <p data-bbox="384 1537 1177 1568">A3.1.2.2 If you are a User registered in the UK or Ireland:</p> <p data-bbox="384 1646 1170 1751">Between 3.0% and 4.0% above the Base Exchange Rate depending on the currency into which the relevant amount is converted (please refer to the table below):</p>

Currency and Code	Currency Conversion Fee for UK Users	Currency Conversion Fee for Irish Users
Australian Dollar (AUD):	4.0%	
Brazilian Real (BRL):	4.0%	
Canadian Dollar (CAD):	3.5%	3.0%
Czech Koruna (CZK):	3.5%	
Danish Krone (DKK):	3.5%	
Euro (EUR):	3.5%	
Hong Kong Dollar (HKD):	4.0%	
Hungarian Forint (HUF):	3.5%	
Israeli Shekel (ILS):	4.0%	
Japanese Yen (JPY):	4.0%	
Malaysian Ringgit (MYR):	4.0%	
Mexican Peso (MXN):	4.0%	
New Zealand Dollar (NZD):	4.0%	
Norwegian Krone (NOK):	3.5%	
Philippine Peso (PHP):	4.0%	
Polish Zloty (PLN):	3.5%	
Russian Ruble (RUB):	3.5%	
Singapore Dollar (SGD):	4.0%	

Swedish Krona (SEK):	3.5%	
Swiss Franc (CHF):	3.5%	
Taiwan New Dollar (TWD):	4.0%	
Thai Baht (THB):	4.0%	
U.K. Pounds Sterling (GBP):	3.5%	
U.S. Dollar (USD):	3.5%	3.0%

2. 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 the PayPal Here™ Agreement (UK only).

Effective Date: Aug 31, 2018

You can find the amended PayPal Here™ 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. Fees

We are amending section 10 to:

- a. introduce the PayPal Here Merchant Rate fee for Charities under both the Blended Pricing Fee Structure and Interchange Plus Fee Structure; and
- b. clarify and reorganise existing wording.

A new definition of “PayPal Here Merchant Rate for Charities” has been added to section 21.

Sections 10.2, 10.3 and 10.5 and the new definition at section 21 now read as follows (presented in context with root clauses and with added/amended wording underlined):

“10. Fees.

Except as further provided in this section, you agree to pay the fees prescribed for Business Accounts in the User Agreement.

You agree to pay the following fees for the following payments received via the PayPal Here App:

...

10.2 Fees under the Blended Pricing Fee Structure

<p><i>If you receive the card payment:</i></p>	<p><i>the PayPal Here Standard Rate fee is:</i></p>	<p><i>the PayPal Here Merchant Rate is as follows:</i></p>		
		<p><i>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</i></p> <ol style="list-style-type: none"> 1. <i>via the PayPal Here App; and</i> 	<p><i>the PayPal Here Merchant Rate fee (subject to the further terms and conditions in this section 10) is:</i></p>	<p><u><i>the PayPal Here Merchant Rate fee for Charities (subject to application and pre-approval by PayPal and the further terms and conditions in this section 10) is:</i></u></p>

		<p>2. as Commercial Transaction payments,</p> <p>is:</p>		
<p>from a Visa, MasterCard or Maestro card</p> <ul style="list-style-type: none"> using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality as a Contactless Transaction 	2.75%	<p>GBP 0.00 - GBP 1,500.00</p>	2.75%	1.5%
		<p>GBP 1,500.01 - GBP 6,000.00</p>	1.75%	1.5%
		<p>GBP 6,000.01 - GBP 15,000.00</p>	1.5%	1.5%
		<p>Above GBP 15,000.00</p>	1%	
<p>from a Visa, MasterCard, Maestro or American Express card:</p> <ul style="list-style-type: none"> as a Keyed Transaction; or by swiping the card's magnetic stripe 	<p>3.4% + GBP 0.20</p>	<p>regardless of the volume of payments you receive</p>	<p>3.4% + GBP 0.20</p>	
<p>from an American Express Card:</p> <ul style="list-style-type: none"> using your PayPal Here Card Reader's Chip and PIN, Chip 	2.75%		2.75%	

<p>and Signature functionality</p> <ul style="list-style-type: none"> as a Contactless Transaction 			
---	--	--	--

10.3 Fees under the Interchange Plus Fee Structure

<p>If you receive the card payment:</p>	<p>the PayPal Here Standard Rate fee is:</p>	<p>the PayPal Here Merchant Rate is as follows</p>		
		<p>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</p> <ol style="list-style-type: none"> via the PayPal Here App; and as Commercial Transaction payments, <p>is:</p>	<p>the PayPal Here Merchant Rate fee (subject to the further terms and conditions in this section 10) is:</p>	<p>the PayPal Here Merchant Rate fee for applicable PayPal Here conditions</p>
<p>from a Visa, MasterCard, or Maestro card</p> <ul style="list-style-type: none"> using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality as a Contactless Transaction; 	<p>Interchange Fee (approximately ranges from 0.2% to 2.0%) + 2.5 %</p>	<p>GBP 0.00 – GBP 1,500.00</p>	<p>Interchange Fee +2.5%</p>	<p>Interchange Fee +1.5%</p>
		<p>GBP 1,500.01 - GBP 6,000.00</p>	<p>Interchange Fee +1.5%</p>	<p>Interchange Fee +1.5%</p>
		<p>GBP 6,000.01- GBP 15,000.00</p>	<p>Interchange Fee +1.5%</p>	<p>Interchange Fee +1.5%</p>
		<p>Above GBP 15,000.00</p>	<p>Interchange Fee +1.5%</p>	<p>Interchange Fee +1.5%</p>

<p>from an American Express card</p> <ul style="list-style-type: none"> • using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality • as a Contactless Transaction; 	<p>2.75 %</p>	<p>regardless of the volume of payments which you receive</p>	<p>2.75 %</p>
<p>from a Visa, MasterCard or Maestro card:</p> <ul style="list-style-type: none"> • as a Keyed Transaction; or • by swiping the card's magnetic stripe 	<p>Interchange Fee + 3.15% + GBP 0.20</p>		<p>Interchange Fee + 3.15% + GBP 0.20</p>
<p>from an American Express card:</p> <ul style="list-style-type: none"> • as a Keyed Transaction; or • by swiping the card's magnetic stripe 	<p>3.4% + GBP 0.20</p>		<p>3.4% + GBP 0.20</p>

a. Interchange Fees are set by Visa and MasterCard. They approximately range from 0.2% to 2.0% and vary for different types of cards (for example by categories and brand). PayPal shall always charge you the Interchange Fee as set by Visa and MasterCard and as passed on by its Acquirer. Single Interchange fees may change from time to time. For more information on Interchange Fees, please see [MasterCard's](#) and [Visa's](#) website as well as our [simplified overview](#).

b. Percentage-based fees (such as 3.40%) refer to an amount equal to that percentage of the payment amount.

...

10.5 Conditions for Merchant Rate status

10.5.1 PayPal Here Merchant Rate

The PayPal Here Merchant Rate applies only to Accounts with PayPal Here Merchant Rate status. PayPal Here Merchant Rate status is subject to eligibility, application and approval by PayPal. PayPal may evaluate applications on a case-by-case basis, including, without limitation, on the following criteria: qualifying monthly sales volume, size of average shopping cart and an Account in good standing.

To be eligible to apply for (and retain) PayPal Here Merchant Rate status the Account must:

- at all times be in good standing and not under investigation; and*
- have received more than £1,500.00 GBP in aggregate monetary amount of payments in the previous calendar month:*
 - via the PayPal Here App; and*
 - as Commercial Transaction payments.*

PayPal may downgrade an Account to the PayPal Here Standard Rate at any time if the above conditions are not met or there are unresolved chargebacks against the Account.

If PayPal downgrades your Account you will need to apply to PayPal again for your Account to get PayPal Here Merchant Rate status.

You may apply to receive PayPal Here Merchant Rate for your Account using the dedicated online [application form](#) when logged into your PayPal Account. If your application is rejected, please note that you may only submit an application once every thirty days.

PayPal Here Merchant Rate status entitles you to also benefit from Merchant Rate status for Commercial Transactions under the PayPal User Agreement, with the tier values based on the aggregate monetary amount of payments received in your Account in the previous calendar month:

- i. via the PayPal Here App; and*
- ii. as Commercial Transaction payments, subject further to the terms and conditions in the PayPal User Agreement.*

10.5.2 PayPal Here Merchant Rate for Charities

The PayPal Here Merchant Rate for Charities applies only to Accounts with PayPal Here Merchant Rate for Charities status. PayPal Here Merchant Rate for Charities status is subject to application and pre-approval by PayPal. PayPal may evaluate applications on a case-by-case basis.

The PayPal Here Merchant Rate for Charities only applies to PayPal Here transactions. Charity rates for other PayPal products are set out in the User Agreement.

...

21. Definitions.

...

*“PayPal Here **Merchant Rate for Charities**” means the fees labelled as such as set out in the relevant tables in section 10.”*

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**](#) 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 UK because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [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 outside of the UK

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 outside of the UK, 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 5.9 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 5.9 reads as follows:

*“**5.9 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, Virtual Terminal and PayPal Here), 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:

- a. outline that only the sender (not the recipient) now pays the Personal Transaction payment Fees;
- b. clarify the Fees charged for sending a Domestic Personal Transaction payment from Balance automatically obtained from a pre-paid card;
- c. clarify how we calculate and collect from you Fees charged in different currencies when you send a payment; and
- d. introduce a new Fee framework for sending Cross Border Personal Transaction payments, under which you will pay to PayPal:

- o a fixed Personal Transaction payment Fee depending on the country of the recipient’s Account; and
- o 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).

We are also pleased to announce that no Fees (except in respect of Currency Conversion) apply when you send Domestic Personal Transaction payments if you are a User with your registered address in Ireland, except where the payment is in a currency other than Euro or Swedish Krona and sent from Balance automatically obtained from a credit/debit card.

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

<i>Activity</i>	<i>Fee for the portion of the payment amount sent from: - existing Balance; or - Balance automatically obtained for the payment from: - bank account; and/or - <u>debit or pre-paid card (for payments in GBP between UK registered Accounts).</u></i>	<i>Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all other Funding Sources.</i>
<i>Sending a Domestic Personal Transaction payment from your Balance</i>	<i>Free (when no currency conversion is involved)</i>	<i>Users with their registered address in Ireland: Free when sent in EUR or SEK and no currency conversion is involved. In all other currencies: 3.4% + Fixed Fee</i>

		<p>(charged in the currency in which your payment is received)</p> <p>Users with their registered address in other Relevant Countries:</p> <p>3.4% + Fixed Fee (charged in the currency in which your payment is received)</p>
--	--	---

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 your **registered** address is located (in the second column from left).

Step 2. 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** (third column).

Step 3. Find the applicable Personal Transaction payment Fee (and, where applicable, the Additional Personal Transaction payment Fee) (fourth and fifth columns).

Activity	<u>Country of sender's Account</u>	<u>Country of recipient's Account</u>	<u>Personal Transaction payment Fee</u>	<u>Additional Personal Transaction payment Fee for the portion of the payment amount sent from Balance automatically obtained for the payment from all Funding Sources other than bank account</u> ^
Sending a Cross Border Personal Transaction payment from your Balance	<u>UK (plus Jersey, Guernsey, Isle of Man and Gibraltar)</u>	US, Canada, Northern Europe, Europe I, Europe II	<u>1.99 GBP</u>	3.4% + Fixed Fee (charged in the currency in which your payment is received)
		<u>Any other country</u> ^^	3.99 GBP	

	<u>Other Relevant Countries</u>	US, Canada, Northern Europe, Europe I, Europe II	<u>1.99 EUR</u>	
		Any other country^^	3.99 EUR	

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.

^ The following applies to Users with their registered address in Ireland:

1. The Personal Transaction payment Fee (before any Additional Personal Transaction payment Fee is applied) is the following portion of the payment amount sent from existing Balance or Balance automatically obtained for the payment from bank account (in each case subject to service availability):
 - o 2.0% (for payments to Germany);
 - o 1.0% (for payments to Poland, Australia, U.S. or Canada);
 - o 0.3% (for payments to Japan);
 - o 0% (for payments to China, Hong Kong, Singapore or Taiwan); and
 - o 0.5% (for payments to everywhere else).
2. There are no Additional Personal Transaction payment Fees for payments to China (subject to service availability).

^^ 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:

Group Name	Countries
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:

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

Section	Amendment
<ul style="list-style-type: none"> 4.10 Sending E-money in Multiple Currencies. 	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.

<ul style="list-style-type: none"> • 5.5 Receiving Money in Multiple Currencies. 	<p>This section is now headed “Receiving Money in different currencies”.</p>
<ul style="list-style-type: none"> • 15 Definitions 	<p>This section is amended to:</p> <ul style="list-style-type: none"> • clarify the definitions of ”<i>Funding Source</i>” (including a clarification that a pre-paid card can count as a Funding Source in certain cases) and “<i>European Economic Area</i>”/“EEA”; and • introduce the following new defined terms: “<i>data controller</i>”, “<i>controller</i>”, “<i>data processor</i>”, “<i>processor</i>”, “<i>data subject</i>”, “<i>Data Protection Laws</i>”, “<i>personal data</i>” and “<i>processing</i>”.

;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: Feb 02, 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/uk/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 Here™ Agreement

Effective Date: Feb 02, 2018

1. Fees

We have amended section 10 to:

1. reduce some of our PayPal Here Merchant Rate fees for receiving payments from:
 - another PayPal Account via PayPal Location Based Payments;
 - a Visa, MasterCard or Maestro card

 - using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality;
or
 - as a Contactless Transaction

under both the Blended Pricing Fee Structure and Interchange Plus Fee Structure;

2. clarify and reorganise existing wording.

Section 10 now reads as follows (with added/amended wording underlined):

“10. Fees.

Except as further provided in this section, you agree to pay the fees prescribed for Business Accounts in the User Agreement.

You agree to pay the following fees for the following payments received via the PayPal Here App:

10.1 Fees for Payments from another PayPal account via PayPal Location Based Payments Functionality

<i>If you receive the payment:</i>	<i>the PayPal Here Standard Rate fee is:</i>	<i>the PayPal Here Merchant Rate is as follows:</i>	
		<i>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</i>	<i>the PayPal Here Merchant Rate fee (subject to the further terms and conditions in this section 10) is:</i>
		<ol style="list-style-type: none"> <i>1. via the PayPal Here App; and</i> <i>2. as Commercial Transaction payments,</i> 	
	<i>is:</i>		
<i>from another PayPal Account via PayPal Location Based Payments Functionality</i>	<i>2.75%</i>	<i>GBP 0.00 - GBP 1,500.00</i>	<i>2.75%</i>
		<i>GBP 1,500.01 - GBP 6,000.00</i>	<i>1.75%</i>
		<i>GBP 6,000.01- GBP 15,000.00</i>	<i>1.5%</i>
		<i>Above GBP 15,000.00</i>	<i>1%</i>

10.2 Fees under the Blended Pricing Fee Structure

<i>If you receive the card payment:</i>	<i>the PayPal Here Standard Rate fee is:</i>	<i>the PayPal Here Merchant Rate is as follows:</i>	
		<i>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</i>	<i>the PayPal Here Merchant Rate fee (subject to the further terms and conditions in this section 10) is:</i>
		<ol style="list-style-type: none"> <i>1. via the PayPal Here App; and</i> 	

		2. as Commercial Transaction payments,	
		is:	
<i>from a Visa, MasterCard or Maestro card</i> <ul style="list-style-type: none"> • <i>using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality</i> • <i>as a Contactless Transaction</i> 	2.75%	<i>GBP 0.00 - GBP 1,500.00</i>	2.75%
		<i>GBP 1,500.01 - GBP 6,000.00</i>	1.75%
		<i>GBP 6,000.01- GBP 15,000.00</i>	1.5%
		<i>Above GBP 15,000.00</i>	1%
<i>from a Visa, MasterCard, Maestro or American Express card:</i> <ul style="list-style-type: none"> • <i>as a Keyed Transaction; or</i> • <i>by swiping the card's magnetic stripe</i> 	3.4% + <i>GBP 0.20</i>		3.4% + <i>GBP 0.20</i>
<i>from an American Express Card:</i> <ul style="list-style-type: none"> • <i>using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality</i> • <i>as a Contactless Transaction</i> 	2.75%	<i>regardless of the volume of payments you receive</i>	2.75%

10.3 Fees under the Interchange Plus Fee Structure

	<i>the PayPal Here Merchant Rate is as follows:</i>
--	---

<p><i>If you receive the card payment:</i></p>	<p><i>the PayPal Here Standard Rate fee is:</i></p>	<p><i>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</i></p> <ol style="list-style-type: none"> <i>1. via the PayPal Here App; and</i> <i>2. as Commercial Transaction payments,</i> <p><i>is:</i></p>	<p><i>the PayPal Here Merchant Rate fee (subject to the further terms and conditions in this section 10) is:</i></p>
<p><i>from a Visa, MasterCard, or Maestro card</i></p> <ul style="list-style-type: none"> <i>• using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality</i> <i>• as a Contactless Transaction;</i> 	<p><i>Interchange Fee (approximately ranges from 0.2% to 2.0%)</i></p> <p><i>+ 2.5 %</i></p>	<p><i>GBP 0.00 – GBP 1,500.00</i></p> <p><i>GBP 1,500.01 - GBP 6,000.00</i></p> <p><i>GBP 6,000.01- GBP 15,000.00</i></p> <p><i>Above GBP 15,000.00</i></p>	<p><i>Interchange Fee +2.5%</i></p> <p><i>Interchange Fee +1.5%</i></p> <p><i>Interchange Fee +1.25%</i></p> <p><i>Interchange Fee +0.75%</i></p>
<p><i>from an American Express card</i></p> <ul style="list-style-type: none"> <i>• using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality</i> <i>• as a Contactless Transaction;</i> 	<p><i>2.75 %</i></p>	<p><i>regardless of the volume of payments which you receive</i></p>	<p><i>2.75 %</i></p>
<p><i>from a Visa, MasterCard or Maestro card:</i></p> <ul style="list-style-type: none"> <i>• as a Keyed Transaction; or</i> 	<p><i>Interchange Fee</i></p> <p><i>+ 3.15%</i></p> <p><i>+ GBP 0.20</i></p>		<p><i>Interchange Fee + 3.15%</i></p> <p><i>+ GBP 0.20</i></p>

<ul style="list-style-type: none"> by swiping the card's magnetic stripe 			
<i>from an American Express card:</i> <ul style="list-style-type: none"> as a Keyed Transaction; or by swiping the card's magnetic stripe 	3.4% + GBP 0.20		3.4% + GBP 0.20

a. Interchange Fees are set by Visa and MasterCard. They approximately range from 0.2% to 2.0% and vary for different types of cards (for example by categories and brand). PayPal shall always charge you the Interchange Fee as set by Visa and MasterCard and as passed on by its Acquirer. Single Interchange fees may change from time to time. For more information on Interchange Fees, please see [MasterCard's](#) and [Visa's](#) website as well as our [simplified overview](#).

b. Percentage-based fees (such as 3.40%) refer to an amount equal to that percentage of the payment amount.

10.4 Blended Pricing or Interchange Plus Transaction Fees?

When you receive card payments using PayPal Here:

1. The Blended Pricing fee structure shall apply until PayPal implements the Interchange Plus fee structure (which shall be by further notice of the same published by PayPal on a date falling on or after 9 June 2016 on the Policy Updates page accessible via the Legal footer on most PayPal site pages) ("Interchange Plus Launch").
2. You may choose the fee structure applicable to you on or after Interchange Plus Launch, by the methods or procedures that PayPal may make available to you before and after Interchange Plus Launch. . If you do not make an election, you will stay on your existing fee structure.
3. You may choose your fee structure for future transactions only, not for past transactions. The fee structure that applies when you receive card payments using PayPal Here™ also applies when you receive card payments under the PayPal Website Payments Pro and Virtual Terminal Agreement. This means that if you opt to be charged under the

Interchange Plus fee structure, the respective Interchange Plus fee structure will apply when you receive card payments under the PayPal Website Payments Pro and Virtual Terminal Agreement and this Agreement.

10.5 Conditions for PayPal Here Merchant Rate

The PayPal Here Merchant Rate applies only to Accounts with PayPal Here Merchant Rate status. PayPal Here Merchant Rate status is subject to eligibility, application and approval by PayPal. PayPal may evaluate applications on a case-by-case basis, including, without limitation, on the following criteria: qualifying monthly sales volume, size of average shopping cart and an Account in good standing.

To be eligible to apply for (and retain) PayPal Here Merchant Rate status the Account must:

- at all times be in good standing and not under investigation; and
- have received more than £1,500.00 GBP in aggregate monetary amount of payments in the previous calendar month:
 - via the PayPal Here App; and
 - as Commercial Transaction payments.

PayPal may downgrade an Account to the PayPal Here Standard Rate at any time if the above conditions are not met or there are unresolved chargebacks against the Account.

If PayPal downgrades your Account you will need to apply to PayPal again for your Account to get PayPal Here Merchant Rate status.

You may apply to receive PayPal Here Merchant Rate for your Account using the dedicated online [application form](#) when logged into your PayPal Account. If your application is rejected, please note that you may only submit an application once every thirty days.

PayPal Here Merchant Rate status entitles you to also benefit from Merchant Rate status for Commercial Transactions under the PayPal User Agreement, with the tier values based on the aggregate monetary amount of payments received in your Account in the previous calendar month:

1. via the PayPal Here App; and
2. as Commercial Transaction payments, subject further to the terms and conditions in the PayPal User Agreement.

10.6 Additional Transaction Fees

The fees listed in the above tables are for domestic payments only and shall be increased by the supplemental Cross Border Fee for Commercial Transactions (as outlined in the relevant table in Schedule 1 of the PayPal User Agreement), if the payer's card or PayPal Account is from outside the United Kingdom.

This Cross Border Fee does not apply to card payments received under the Interchange Plus fee structure. However, the Cross Border Fee always applies to card payments with American Express cards (even if received under the Interchange Plus fee structure).

There is no fee to use the PayPal Here App to manage records of the cash and cheque payments that you accept.

The fees prescribed in this section 10 may be changed by amending this Agreement.”

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/uk/cgi-bin/?&cmd=close-account>) immediately without incurring any additional charges.

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

It's 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 UK because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [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. PayPal and your customers

We have amended section 5.4 (formerly headed “Non discouragement” and now headed “PayPal and your customers”) to further outline the standards that businesses must adopt at their points of sale in respect of their customers’ use of PayPal and the rights that PayPal may exercise in the event that those standards are not met. Section 5.4 now reads as follows (with added/amended wording underlined):

“5.4 PayPal and your customers.

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

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. If you are a User resident in the UK, you shall not surcharge for the use of PayPal. Otherwise you agree that you will only surcharge for the use of PayPal in compliance with any law applicable to you and not in excess of the surcharges that you apply for the use of other payment methods. 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. You acknowledge that you could be committing a criminal offence if you surcharge and/or fail to disclose any form of surcharge to a buyer.

If you are a User resident in the UK and your Account has Merchant rate status and, at any of your points of sale (in whatever form), you:

- a. dissuade or inhibit your customers from using PayPal;*
- b. fail to treat PayPal’s payment mark at least at par with other payment methods offered;*
or
- c. apply a surcharge for the use of PayPal,*

PayPal may permanently downgrade your Account to the Standard rate (without prejudice to any other rights and remedies PayPal may have)."

4. 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.”*

5. 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 your 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 government 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 or Debit 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:

A3.1.2.1 If you are a User registered in a Relevant Country other than the UK and Ireland:

4.0% above the Base Exchange Rate.

A3.1.2.2 If you are a User registered in the UK or Ireland:

*Between 3.0% and 4.0% above the Base Exchange Rate depending on the currency **into which** the relevant amount is converted (please refer to the table below): ...*

[Refer to the table shown at A3.1.2.2 of the User Agreement]

... ”

6. PayPal Buyer Protection

Section 13.4a 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 13.6 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 13.4a (presented in context with the root clause) and 13.6 now read as follows (in each case with added wording underlined):

“13.4 Conditions for reimbursement

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:*

...

15. 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.

...

13.6 Cooperating with PayPal to resolve the problem

Whether you are the buyer or the Payment Recipient, for the purpose of resolving the problem, PayPal may request and require you to (and you shall in a timely manner): (i) provide documentary evidence (at your own expense, unless PayPal agrees otherwise) to support your position (including, without limitation, proof of delivery, receipts, third party evaluations and police reports); and (ii) take any other action that PayPal specifies. If you refuse to comply with PayPal’s requests, PayPal may make a final decision in favour of the other party.

As a non-exhaustive guide, PayPal may request and require:

...

d. the Payment Recipient 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 13.4.a. If the Payment Recipient does not present such evidence in a timely manner, PayPal may find in favour of the buyer. If the Payment Recipient presents such evidence in a timely manner, PayPal may find in favour of the Payment Recipient even if the buyer claims to have not received the purchase.

...”

7. Third Party Permissions

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

1. 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;
2. 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
3. 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:

1. *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*
2. *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:

3. *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*
4. *you are liable to PayPal:*
 1. *for the actions that you authorise the AIS Provider or card issuer to take on your behalf; and*
 2. *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:*

1. *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*
2. *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."

8. 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.

Activity	Fee for the portion of a payment funded by: - existing PayPal Balance; - Bank; and/or - Debit Card (in GBP between UK registered Accounts).	Fee for the portion of a payment funded by - Debit Card (other than where the payment is in GBP between UK registered Accounts); and/or - Credit Card.
Sending or Receiving	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.

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).

Recipient's Country	Sender's Country	Fee for the portion of a payment funded by existing PayPal balance or bank account	Fee for the portion of a payment funded by debit card or credit card
Albania, Andorra, Austria, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus,	Northern Europe	0.4%	3.8% + Fixed Fee

<i>Czech Republic, Denmark, Estonia, Finland (including Aland Islands), Gibraltar, Greece, Hungary, Iceland, Ireland^, 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).</i>	<i>US, Canada, Europe I</i>	0.5%	3.9% + Fixed Fee
	<i>Europe II</i>	1.0%^	4.4% + Fixed Fee
	<i>All other countries^^</i>	1.5%^	4.9% + Fixed Fee
<i>Belgium, France, French Guiana, Guadeloupe, Italy, Martinique, Mayotte, Netherlands, Reunion.</i>	<i>Northern Europe</i>	0.4%	3.8% + Fixed Fee
	<i>US, Canada, Europe I</i>	0.5%	3.9% + Fixed Fee
	<i>Europe II</i>	1.3%	4.7% + Fixed Fee
	<i>All other countries^^</i>	1.8%	5.2% + Fixed Fee
<i>Germany</i>	<i>Northern Europe</i>	1.8%	3.7% + Fixed Fee
	<i>US, Canada, Europe I</i>	2.0%	3.9% + Fixed Fee
	<i>Europe II</i>	3.0%	4.9% + Fixed Fee
	<i>All other countries^^</i>	3.3%	5.2% + Fixed Fee
<i>Poland</i>	<i>Northern Europe</i>	0.9%	3.8% + Fixed Fee
	<i>US, Canada, Europe I</i>	1.0%	3.9% + Fixed Fee
	<i>Europe II</i>	1.5%	4.4% + Fixed Fee
	<i>All other countries^^</i>	2.0%	4.9% + Fixed Fee
<i>Australia</i>	<i>Anywhere^^</i>	1.0%	3.4% + Fixed Fee
<i>Japan</i>	<i>Anywhere^^</i>	0.3%	3.9% + Fixed Fee
<i>U.S. and Canada</i>	<i>Anywhere^^</i>	1.0%	3.9% + Fixed Fee
<i>All other countries^^</i>	<i>Anywhere^^</i>	0.5%^	3.9% + Fixed Fee^

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.

[^] The fee for an Irish registered User for the portion of a payment:

1. received by an Irish registered User funded by existing PayPal balance or bank account from a User registered in "Europe II" or "All other countries" is 0.5%; and
2. sent by an Irish registered User to a User registered in either China, Hong Kong, Singapore or Taiwan (subject to service availability) is:
 - a. 0% if funded by PayPal balance or bank account; and
 - b. 3.4%+Fixed Fee (except if the recipient is a User registered in China, in which case the fee is 0%+Fixed Fee) if funded by debit card or credit card.

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

9. Other changes

Sections of the PayPal User Agreement have been amended:

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

Section	Amendment
<ul style="list-style-type: none"> • Second paragraph at the start of the User Agreement 	This section is amended to also make reference to the Second EU Payment Services Directive ((EU)2015/2366) (“ PSD2 ”), the EU directive which updates the EU Payment Services Directive (2007/64/EC).
<ul style="list-style-type: none"> • 2.3 Balance and transaction information 	This section is now headed “Account information (including Balance and transaction information”.
<ul style="list-style-type: none"> • 2.6 Balances in Multiple Currencies. 	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.
<ul style="list-style-type: none"> • 4.7 Merchant Processing Delay 	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.

<ul style="list-style-type: none"> • 4.8 Pre-approved Payments 	<p>This section is now headed “Pre-approved Payments (also known as Automatic Payments)” with further amendments for clarity.</p>
<ul style="list-style-type: none"> • 4.10 Sending E-money in Multiple Currencies. 	<p>This section is amended for clarification.</p>
<ul style="list-style-type: none"> • 5. Receiving Money - preamble 	<p>This section is amended for clarification.</p>
<ul style="list-style-type: none"> • 9.1j. Restricted Activities – Use an anonymising proxy 	<p>This section is amended for clarification and contains non-exhaustive examples of the use of an anonymising proxy.</p>
<ul style="list-style-type: none"> • 12.1 - Identifying Errors and/or Unauthorised Transactions 	<p>This section is amended for clarification.</p>
<ul style="list-style-type: none"> • 12.2 Notifying PayPal of Errors, Unauthorised Transactions and/or misappropriated or unauthorised use of your Payment Instrument. 	<p>This section is amended for clarification.</p>
<ul style="list-style-type: none"> • 12.3 Review of Reports of Errors. 	<p>This section is amended for clarification.</p>
<ul style="list-style-type: none"> • 12.4 Liability for Unauthorised Transactions 	<p>This section is amended for clarification.</p>
<ul style="list-style-type: none"> • 12.5 Entitlement to a refund. 	<p>This section is amended for clarification.</p>
<ul style="list-style-type: none"> • 14.2 (ECC-Net, Financial Ombudsman Service and CSSF) 	<p>This section is updated to include details of the EU’s Online Dispute Resolution site.</p>
<ul style="list-style-type: none"> • 15.1 Governing Law and Jurisdiction. 	<p>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.</p>

<ul style="list-style-type: none"> • 15.11 Corporate Customers 	<p>This section is amended to make reference to equivalent provisions in the Second EU Payment Services Directive (2007/64/EC) (“PSD2”), the EU directive which updates the EU Payment Services Directive (2007/64/EC).</p>
<ul style="list-style-type: none"> • 15 (Definitions) 	<p>This section is amended to:</p> <ul style="list-style-type: none"> • 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 • introduce the following new defined terms: <i>AIS Provider, PIS Provider</i>

; and

- correct minor typographical errors.

Notice of amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: **Jan 09 2018**

You can find the amended PayPal Website Payments Pro and Virtual Terminal 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.

These products are only available to UK resident Users.

1. Additional Transaction Fees – Receiving Cross Border Payments

We are amending clause 2.9a (Receiving Cross Border Payments) to clarify that the Fee for Receiving Cross Border payments applies as outlined in the User Agreement, with certain exceptions. Clause 2.9a now reads as follows (presented in context with its root clause with added wording underlined):

“2. Fees

...

9. Additional Transaction Fees

a. Receiving Cross Border Payments

*The fee for Receiving Cross Border payments applies as outlined in the User Agreement, except that it does not apply to payments received from **cards using the Online Card Payment Services under the Interchange Plus fee structure.**”*

2. Other changes

Sections of the PayPal User Agreement have been amended:

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

Section	Amendment
<ul style="list-style-type: none"> • 2.7 Blended Pricing or Interchange Plus Transaction Fees? 	Subsection a is amended to clarify that the Interchange Plus Launch took place on 23 June 2016, as notified on the Policy Update page (now found on the Past Policy Updates page).
<ul style="list-style-type: none"> • 2.8 Merchant Rate 	This section is amended to clarify that PayPal may downgrade an Account to the Standard Rate as otherwise provided for under the provisions relating to the Merchant Rate in the User Agreement
<ul style="list-style-type: none"> • 5.1 User Agreement applies 	This section is amended to also make reference to the Second EU Payment Services Directive (EU)2015/2366 (“ PSD2 ”), the EU directive which updates the EU Payment Services Directive (2007/64/EC).

; 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 the new Preferred Funding Source framework for Users with registered addresses in the UK

Issued: 11 September 2017

This notice is made in accordance with section 3.6 of the PayPal User Agreement and applies to you only if you are a User with your registered address in the UK. This notice does not affect any User with their registered address outside the UK.

With effect on and from 11 September 2017, if you are a User with your registered address in the UK, 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 (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 as follows:

- a. for sellers resident in the Czech Republic, Greece, Hungary, Ireland and Slovakia we are extending the existing Seller Protection programme (currently covering all eligible tangible items) to also cover sales of all eligible intangible items (excluding digital goods and licences for digital content) and services; and
- b. for sellers resident in Bulgaria Cyprus, Estonia, Latvia, Liechtenstein, Lithuania, Malta, Romania, San Marino and Slovenia we are extending the existing Seller Protection programme (currently covering eligible tangible items sold via eBay) to sales of all eligible tangible items, intangible items (excluding digital goods and licences for digital content) and services.

The amendments clarify but do not change the current coverage of the Seller Protection programme for UK resident sellers.

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 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).

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 Availability of PayPal seller protection

PayPal seller protection is available to Payment Recipients with registered PayPal Account(s) in the Relevant Countries who receive PayPal payments from buyers making an eligible purchase (worldwide and everywhere PayPal is accepted).

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?

Subject to section 10.2j and this section 11:

- a. *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; and*
- b. *There is no limit on the number of payments for which you can receive re-imbursalment under PayPal Seller Protection.*

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

PayPal will place a temporary hold on the funds in your Account to cover the full amount of the Claim, Chargeback, or Reversal. 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?

You must meet all of these requirements to be covered:

- a. *The transaction is not ineligible under section 11.10.*
- b. *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. If it is marked partially eligible, protection for only Item Not Received will apply.*
- c. ***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-imbursalment under the terms of the programme.***

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

- d. *You must follow the delivery requirements described below.*
- e. *You must accept a single payment from one PayPal Account for the purchase.*
- f. *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.*
- g. *Your primary residence, as listed in your PayPal Account, must be in a Relevant Country.*
- h. *Your eligibility is not otherwise suspended.*

Eligibility requirements c. and d. above do not apply to any item for which you receive payment through the PayPal Location Based Payments Functionality, provided that you provide to PayPal proof (to PayPal’s reasonable satisfaction) that the item was collected by or delivered to the buyer.

11.7 What are the delivery requirements?

	Protection for Unauthorised Payment	Protection for Item Not Received
Postage requirements	<p><i>For services and intangible items (in countries where such transactions are eligible for PayPal seller protection): Proof of Delivery</i></p> <p><i>For all other transactions: Proof of Postage (minimum) or Proof of Delivery</i></p>	Proof of Delivery

11.8 What is “Proof of Postage”?

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

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

11.9 What is “Proof of Delivery”?

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

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

Proof of Delivery for intangible items and services means any compelling evidence (as determined by PayPal) to show the sale was fulfilled, including but not limited to the following information:

- a. The date the item or service was provided.

- b. *The recipient's address (for instance, email/IP) where applicable.*

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

- a. *For:*
 - 1. *Payment Recipients with their registered address outside the UK: digital goods and licences for digital content.*
 - 2. *Payment Recipients with their registered address in the UK: intangible items (including digital goods and licences for digital content) and services.*

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

- 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.*
- 3. *Donations.*

- b. *Items that you deliver (or are picked up) in person (except for items for which you received payment through the PayPal Location Based Payments Functionality).*

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

- d. *Claims, Chargebacks and Reversals for Significantly Not as Described and/ or claims filed directly with eBay.*

- e. *PayPal Business Payments.*

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

- g. *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.

This page informs users in advance of important changes to the PayPal service, its User Agreement, or other policies. This page displays policy updates with future effective dates. Go to Past Policy Updates for previous policy updates.

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/uk/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

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

It's 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 UK because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [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.

1. **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 - eCheque to mitigate risk (including, without limitation, the NSF Risk) associated with your Payment Order.

3.4 SEPA Direct Debit (for users with registered addresses in Cyprus, Estonia, Greece, Ireland, Latvia, Lithuania, Malta, Slovakia and Slovenia): *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 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):*

- a. *you select a credit card that has expired;*
- b. *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*

- c. *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:*

1.	<i>Special Funding Arrangements</i>
2.	<i>Pre-existing Balance</i>
3.	<p><i>Default Funding Sources</i></p> <p><i>Used in the following order (to the extent that such Funding Sources are available for use with your Account):</i></p> <ol style="list-style-type: none"> <i>1. Bank account – for an Instant Transfer payment</i> <i>2. PayPal Credit</i> <i>3. PayPal-branded debit card – where available</i> <i>4. PayPal-branded credit card – where available</i> <i>5. Debit card</i> <i>6. Credit card</i> <i>7. Bank account – for an eCheque payment</i>

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 and/or eCheque.

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

2. 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.*

3. 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).”*

4. **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."

5. 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."*

6. 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.”

7. 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;

...

ab. 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;

...

aj. 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.”

8. 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. ”

9. 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).

...”

10. 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.”

11. 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.”

12. PayPal Buyer Protection

Section 13.4a is amended to exclude the following types of transactions from coverage by PayPal Buyer Protection:

- a. payments to state-run bodies, (except for state-owned enterprises) or traders acting on mandates received from state-run bodies;*
- b. payments made in respect of gold (whether in physical form or in exchange-traded form); and*
- c. PayPal Mass Payment transactions.*

The amended section 13.4a now reads as follows (with added wording underlined):

“13.4 Conditions for reimbursement

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:

13. 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.”

13. 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.”*

14. 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.

15. Indemnification/re-imbusement

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-imbusement. *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."

16. 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.”

17. Fees - Fixed Fees for receiving Commercial Transaction payments

We are increasing the Fee for Receiving Cross Border payments (Selling) from a sender in the Rest of World region from 1.8% to 2.0%. The relevant entry 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>Rest of World</i>	<i>2.0%</i>

18. 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):

“

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

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

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

<i>Euro:</i>	<i>70.00 EUR</i>
<i>Hong Kong Dollar:</i>	<i>660.00 HKD</i>
<i>Hungarian Forint:</i>	<i>18500.00 HUF</i>
<i>Israeli Shekel:</i>	<i>320.00 ILS</i>
<i>Japanese Yen:</i>	<i>8000.00 JPY</i>
<i>Malaysian Ringgit:</i>	<i>300.00 MYR</i>
<i>Mexican Peso:</i>	<i>1080.00 MXN</i>
<i>New Zealand Dollar:</i>	<i>120.00 NZD</i>
<i>Norwegian Krone:</i>	<i>540.00 NOK</i>
<i>Philippine Peso:</i>	<i>3800.00 PHP</i>
<i>Polish Zloty:</i>	<i>280.00 PLN</i>
<i>Russian Ruble:</i>	<i>2800.00 RUB</i>
<i>Singapore Dollar:</i>	<i>120.00 SGD</i>
<i>Swedish Krona:</i>	<i>640.00 SEK</i>
<i>Swiss Franc:</i>	<i>100.00 CHF</i>
<i>Taiwan New Dollar:</i>	<i>2700.00 TWD</i>
<i>Thai Baht:</i>	<i>2800.00 THB</i>
<i>U.K. Pounds Sterling:</i>	<i>60.00 GBP</i>
<i>U.S. Dollar:</i>	<i>90.00 USD</i>

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.

”

19. Other changes

Sections of the PayPal User Agreement have been amended:

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

Section	Amendment
---------	-----------

<ul style="list-style-type: none"> • 1.1 (PayPal is only a Payment Service Provider) 	<p>Reference to the Association pour la Garantie des Dépôts Luxembourg (AGDL) has been replaced with the Conseil de protection des déposants et des investisseurs.</p>
<ul style="list-style-type: none"> • 2.1 (Eligibility) 	<p>This section becomes new section 1.7</p>
<ul style="list-style-type: none"> • 1.7(Transaction History); • 2.2 (Personal and Business Accounts); and • 5 (Account Balances and transaction information), 	<p>Together these sections form a new section 2 (Your Account and Balances) with further amendments for context.</p>
<ul style="list-style-type: none"> • 3.10 (Third party initiated payments (including Recurring Payments)); and 	<p>This section becomes new section 4.8 (Pre-approved Payments) with further amendments for context.</p>
<ul style="list-style-type: none"> • 3.11 (Cancelling Recurring Payments) 	<p>This section becomes new section 4.9 (Cancelling Pre-approved Payments) with further amendments for context.</p>
<ul style="list-style-type: none"> • 10.1d (Temporary Holds for Disputed Transactions) 	<p>This section is amended to clarify your rights to cancel your authorisation and instruction for payments made to eBay under this section.</p>
<ul style="list-style-type: none"> • 2.3 (Verified Status) 	<p>This section becomes new section 10.6b (Getting Verified)</p>
<ul style="list-style-type: none"> • 14.3 (Governing Law and Jurisdiction), • 14.4 (No Waiver), 14.5 (Limitations of Liability) • 14.6 (No Warranty) • 14.7 (Indemnification/reimbursement) • 14.8 (Complete Agreement and third party rights) • 14.9 (Licence grant) • 1.3 (Intellectual Property) • 14.10 (Third Party Permissions) • 2.4 (PayPal as Login Method) and • 14.11 (Corporate customers), 	<p>Together these sections form a new section 15 (General)</p>

<ul style="list-style-type: none"> • 14.2 (ECC-Net, Financial Ombudsman Service and CSSF) 	<p>This section is updated to show the new address of the Commission de Surveillance du Secteur Financier (CSSF) in Luxembourg, our regulator.</p>
<ul style="list-style-type: none"> • 15 (Definitions) 	<p>This section becomes new section 16, with:</p> <ul style="list-style-type: none"> • clarifications of the following definitions: <i>Add Funds, Authorise, Bank Funded Payment, Default Funding Sources, eCheque, Funding Source and Link and Confirm Card process</i>; and • 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>.
<ul style="list-style-type: none"> • Schedule 1 (Table of Fees) 	<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”.

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 FATCA 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 PayPal Legal Agreements

Issued: Aug 16, 2016 (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/uk/cgi-bin/?&cmd=close-account>) immediately without incurring any additional charges.

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

It's 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 UK because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

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

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.

1. 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.”

2. 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):

- a. *you shall not dissuade or inhibit your customers from using PayPal; and*
- b. *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 and not in excess of the surcharges that you apply for the use of other payment methods. 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. You acknowledge

that you could be committing a criminal offence if you fail to disclose any form of surcharge to a buyer.”

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.”*

4. 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 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.”*

5. Restricted Activities - PayPal Credit and your customers

A new Section 9.1.ai is added to make it a Restricted Activity to publicise PayPal Credit in certain ways without obtaining the necessary regulatory permission to do so. The new section 9.1.ai 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:

...

ai. Advertise, promote, introduce or describe PayPal Credit to your customers without obtaining the necessary regulatory permission to do so (which may lead to you committing a criminal offence under the (UK) Financial Services and Markets Act 2000).”

6. 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
3. 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:

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.*
3. *Donations.”*

7. PayPal Buyer Protection

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

1. the following types of transactions are now excluded from coverage of PayPal Buyer Protection (section 13.4a is amended accordingly):
 - a. purchases of any interest in a business (including, without limitation, any items or services forming part of a business or corporate acquisition);
 - b. 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;
 - c. payments on crowd-funding and/or crowd-lending platforms;
 - d. purchases of items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards);
 - e. gambling, gaming and/or any activity involving a chance to win a prize;
 - f. payments made in respect of financial products and investments;
 - g. payments to state-run bodies, except for state-owned enterprises;
 - h. donations; and
 - i. 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;
2. 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 13.4b is amended accordingly);
3. buyers are reminded that they will not meet the conditions for reimbursement if they have received a recovery for a given purchase from another source (new section 13.4e is added for this purpose);
4. 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 13.5c is amended accordingly); and
5. the specific additional conditions for raising claims for SNAD or NR for purchases paid for using PayPal POS Functionality no longer apply (section 13.8 is deleted and subsequent remaining sections renumbered accordingly).

The amended sections 13.4 and 13.5 now read as follows (with added wording underlined):

“13.4 Conditions for reimbursement

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:*

- 1. purchases of real estate (including, without limitation, residential property);*
- 2. purchases of any interest in a business (including, without limitation, any items or services forming part of a business or corporate acquisition);*
- 3. 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;*
- 4. payments on crowd-funding and/or crowd-lending platforms;*
- 5. purchases of custom made items (unless they are claimed to be Not Received);*
- 6. purchases of goods and services prohibited by the PayPal Acceptable Use Policy;*
- 7. purchases of industrial machinery used in manufacturing;*
- 8. purchases of items equivalent to cash (including, without limitation, stored value items such as gift cards and pre-paid cards);*
- 9. purchases of goods and services using Zong, Website Payments Pro or Virtual Terminal;*
- 10. Personal Transactions;*
- 11. gambling, gaming and/or any activity involving a chance to win a prize;*
- 12. payments made in respect of financial products and investments;*
- 13. payments to state-run bodies, except for state-owned enterprises;*
- 14. donations; and*
- 15. 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.*

b. You sent the payment for your purchase from your PayPal Account to the Payment Recipient's PayPal Account *through the Send Money tab applicable to payments for goods and/or services on the PayPal website or app, or the Payment Recipient's PayPal checkout flow (including, without limitation, the PayPal Location Based Payments Functionality, if used by the Payment Recipient).*

c. Your problem is either that:

- 1. you did not receive your purchase– “Not Received” (“NR”); or*

2. *your purchase is “Significantly Not as Described” (“SNAD”). Further information on what we mean by “SNAD” is set out in section 13.8.*

If your problem is a transaction that you did not authorise (including, without limitation, a duplicate or incorrect payment when using the PayPal Location Based Payments Functionality), please see section 12 and visit the PayPal Security Centre at <https://www.paypal.co.uk/security>. You can report the problem via the PayPal Security Centre or [here](#).

d. You have followed the process described in section 13.5 (How do I resolve my problem?).

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

f. PayPal has made a final decision on your problem in your favour.

13.5 How do I resolve my problem?

a. Try to resolve your problem directly with the Payment Recipient

*Use reasonable endeavours to resolve the problem directly with the Payment Recipient. If you are **still** unable to resolve the problem, go to the Resolution Centre and follow steps b, c and d.*

b. Open a Dispute

*Open a Dispute within **180 days** of the date on which you made the payment for the purchase you would like to dispute. We may refuse to accept any Dispute that you open in relation to that purchase after the expiry of that period (please be aware of this if you agree a delivery time of an item or performance of a service with the Payment Recipient that falls after the expiry of that period).*

c. Escalate the Dispute to a Claim

*If you and the Payment Recipient 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 a purchase Not Received (NR), unless otherwise stated by PayPal.

If you do not escalate the Dispute to a Claim within 20 days, PayPal may close the Dispute and you will not be eligible for a payment under the terms of PayPal Buyer Protection.

In certain cases, PayPal may permit you 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 “Not Received” to “Significantly Not as Described”. Otherwise you may not edit or change a Claim after filing it.

d. Respond to PayPal's requests in a timely manner

Once a Dispute has been escalated to a Claim, PayPal may make a final decision on your problem in favour of the buyer or the Payment Recipient. Before (and for the purpose of) making a final decision on your problem, PayPal may request your cooperation in resolving the problem under section 13.6."

8. 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.

9. 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)).

10. 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>Currency:</i>	<i>Fee:</i>
<i>Brazilian Real:</i>	<i>0.60 BRL</i>

11. 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. For instance, we don't support payments in Argentine Peso, so all remaining references to Argentine Peso have been removed to clarify this point.

Notice of amendment to the PayPal Here™ Agreement

Effective Date: Nov 19, 2016

You can find the amended PayPal Here™ 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. This product is available to only UK resident Users.

1. Seller Protection Program

Section 14 is amended to clarify that PayPal Here transactions are no longer eligible for PayPal seller protection. Section 14 now reads as follows:

“14. PayPal seller protection.

PayPal Here transactions are not eligible for PayPal seller protection. Please also read section 4.3 (Risk of Reversals, Chargebacks and Claims) of the PayPal User Agreement to understand the risk of Chargebacks arising when you receive a payment.”

2. Other changes

Sections of the PayPal Here™ Agreement have been amended to clarify existing wording (especially in sections 2 (The Application and Approval Process), 3 (Getting, Using, Returning and Replacing your PayPal Here Card Reader) and 7 (Using PayPal Here)) and correct minor typographical errors.

Notice of Interchange Plus Launch

Issued: 23 June 2016

With reference to sections 10.2 and 10.4 of the PayPal Here Agreement and sections 2.5 and 2.7 of the PayPal Website Payments Pro and Virtual Terminal Agreement, PayPal will implement the Interchange Plus fee structure for PayPal Here, PayPal Website Payments Pro and Virtual Terminal on 23 June 2016. On and after implementation the Interchange Plus fee structure will apply according to the terms and conditions of the relevant agreement if you have selected this fee structure.

Notice of amendment to PayPal Here™ Agreement

Issued: 27 May 2016

Effective: 9 June 2016

Please read this document.

We're making changes to some of 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 stated Effective Date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (<https://www.paypal.com/uk/cgi-bin/?&cmd=close-account>) immediately or to terminate the PayPal Here™ agreement without incurring any additional charges.

Fees for American Express card payments under the Interchange Plus Fee Structure

We are **reducing** the fee for payments from an American Express card under the Interchange Plus Fee Structure to 2.75 % when you receive the card payment using a PayPal Here Card

Reader's Chip and PIN, Chip and Signature functionality or as a Contactless Transaction. New section 10.3 reads as follows:

10.3 Fees under the Interchange Plus Fee Structure

<p><i>If you receive the card payment:</i></p>	<p><i>the PayPal Here Standard Rate fee is:</i></p>	<p align="center"><i>the PayPal Here Merchant</i> <i>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</i></p> <p>i. <i>via the PayPal Here App; and</i> ii. <i>as Commercial Transaction payments,</i></p> <p align="center"><i>is:</i></p>
<p><i>from a Visa, MasterCard or Maestro card</i></p> <ul style="list-style-type: none"> • <i>using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality</i> • <i>as a Contactless Transaction;</i> 	<p><i>Interchange Fee</i> <i>(approximately ranges from 0.2% to 2.0%)</i> + 2.50 %</p>	<p align="center"><i>GBP 0.00 – GBP 6,000.00</i></p> <p align="center"><i>GBP 6,000.01- GBP 15,000.00</i></p> <p align="center"><i>Above GBP 15,000.00</i></p>
<p><i>from an American Express card</i></p> <ul style="list-style-type: none"> • <i>using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality</i> • <i>as a Contactless Transaction;</i> 	<p align="center"><i>2.75%</i></p>	
<p><i>from a Visa, MasterCard or Maestro card:</i></p> <ul style="list-style-type: none"> • <i>as a Keyed Transaction; or</i> • <i>by swiping the card's magnetic stripe</i> 	<p align="center"><i>Interchange Fee</i></p> <p align="center"><i>+ 3.15%</i></p> <p align="center"><i>+ GBP 0.20</i></p>	<p><i>regardless of the volume of payments which you receive</i></p>
<p><i>from an American Express card:</i></p> <ul style="list-style-type: none"> • <i>as a Keyed Transaction; or</i> • <i>by swiping the card's magnetic stripe</i> 	<p align="center"><i>3.4% + GBP 0.20</i></p>	

Notice of Amendment to PayPal Legal Agreements

Issued: 04 April 2016 (for Effective Dates see each individual agreement notice below)

Please read this document.

We're making changes to some of 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 stated Effective Date. Should you decide you do not wish to accept them you can notify us before the above date to **close your account** (https://www.paypal.com/uk/cgi-bin/?&cmd=_close-account) immediately or to terminate the PayPal Website Payments Pro and Virtual Terminal Agreement and/or PayPal Here™ agreement without incurring any additional charges.

Important information about the amendments in general:

We are introducing “Interchange Plus”, a new fee structure for receiving credit and debit card payments using PayPal Website Payments Pro, Virtual Terminal and PayPal Here.

This is as a result of the introduction of the new European Interchange Fee Regulation and will take effect on a date falling on or after 9 June 2016.

If you are charged under the Interchange Plus fee structure, our fees will vary based on the type of card used and where the card originates and you may experience a slight delay in the settlement of your credit and debit card funds. Fees for Standard PayPal Payments that you receive will not change.

Your current fee structure will now be known as the “Blended Pricing” fee structure. You will soon be able to log in to your account to either re-confirm your current, blended, fee structure or to opt for the new Interchange Plus fee structure. We will send you a further communication with details of how to do this in April.

Notice of amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: **9 June 2016**

You can find the amended PayPal Website Payments Pro and Virtual Terminal 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.

These products are only available to UK resident Users.

1. Fees

We are replacing Clause 2 with text that introduces the Interchange Plus and Blended Pricing fee structures and clarifies the existing fees. New clauses 2.1 to 2.10 read as follows (with the text of existing clauses 2.6 and 2.7 moving to new clauses 2.11 and 2.12):

“2. Fees

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

Except as further provided in this Agreement, you agree to pay the fees set out in the User Agreement.

Fees will be charged in the currency of the payment received.

See the Glossary at clause 2.6 for further reference.

2.2 Monthly Fees

Product	Monthly Fee
Website Payments Pro (including Express Checkout, Direct Payments API, Virtual Terminal and Fraud Management Filters)	GBP 20.00
Virtual Terminal only	GBP 20.00

2.3 Transaction Fees for Standard PayPal Payments with Express Checkout

<i>If you receive the payment:</i>	<i>the PayPal Standard Rate fee is:</i>	<i>the PayPal Merchant Rate is as follows:</i>	
		<i>where the aggregate monetary amount of payments received in your PayPal Account in the previous calendar month is:</i>	<i>the PayPal Merchant Rate fee (subject to the further terms and conditions in this section 2.8) is:</i>
<i>as a Standard PayPal Payment using Express Checkout</i>	3.4% + Fixed Fee	GBP 0.00 - GBP 1,500.00	3.4% + Fixed Fee
		GBP 1,500.01 - GBP 6,000.00	2.9% + Fixed Fee
		GBP 6,000.01 - GBP 15,000.00	2.4% + Fixed Fee
		GBP 15,000.01 – GBP 55,000.00	1.9 % + Fixed Fee
		Above GBP 55,000.00	1.4 % + Fixed Fee

2.4 Transaction Fees for Card Payments under the Blended Pricing Fee Structure

<i>If you receive a payment:</i>	<i>the PayPal Standard Rate fee is:</i>	<i>the PayPal Merchant Rate is as follows:</i>	
		<i>where the aggregate monetary amount of payments received in your PayPal Account in the previous calendar month is:</i>	<i>the PayPal Merchant Rate fee (subject to the further terms and conditions in this section 2.8) is:</i>
<i>from a card (Visa, MasterCard or Maestro) using the Online Card Payment Services</i>	3.4% + Fixed Fee	GBP 0.00 - GBP 1,500.00	3.4% + Fixed Fee
		GBP 1,500.01 - GBP 6,000.00	2.9% + Fixed Fee
		GBP 6,000.01 - GBP 15,000.00	2.4% + Fixed Fee
		Above GBP 15,000.00	1.9 % + Fixed Fee

2.5 Transaction Fees for Card Payments under the Interchange Plus Fee Structure

<i>If you receive a payment:</i>	<i>the PayPal Standard Rate fee is:</i>	<i>the PayPal Merchant Rate is as follows:</i>	
		<i>where the aggregate monetary amount of payments received in your Account in the previous calendar month is:</i>	<i>the PayPal Merchant Rate fee (subject to the further terms and conditions in this section 2.8) is:</i>
<i>from a card (Visa, MasterCard or Maestro) using the Online Card Payment Services</i>	<i>Interchange Fee (approximately ranges from 0.2% to 2.0%) + 2.9% + Fixed Fee</i>	GBP 0.00 - GBP 1,500.00	<i>Interchange Fee + 2.9% + Fixed Fee</i>
		GBP 1,500.01 - GBP 6,000.00	<i>Interchange Fee + 2.4% + Fixed Fee</i>
		GBP 6,000.01 - GBP 15,000.00	<i>Interchange Fee + 1.9% + Fixed Fee</i>
		Above GBP 15,000.00	<i>Interchange Fee + 1.4% + Fixed Fee</i>

2.6 Glossary

a. Interchange Fees are set by Visa and MasterCard. They approximately range from 0.2% to 2.0% and vary for different types of cards (for example by categories and brand). **PayPal shall always charge you the Interchange Fee as set by Visa and MasterCard and as passed on by its Acquirer.** Single Interchange fees may change from time to time. For more information on Interchange Fees, please see [MasterCard's](#) and [Visa's](#) website as well as our [simplified overview](#).

b. Percentage-based fees (such as 3.4%) refer to an amount equal to that percentage of the payment amount.

c. Fixed Fees are based on the currency received, as follows:

<i>Argentine Peso:</i>	<i>2.00 ARS</i>	<i>New Zealand Dollar:</i>	<i>\$0.45 NZD</i>
<i>Australian Dollar:</i>	<i>\$0.30 AUD</i>	<i>Norwegian Krone:</i>	<i>2.80 NOK</i>
<i>Brazilian Real:</i>	<i>0.60 BRL</i>	<i>Philippine Peso:</i>	<i>15.00 PHP</i>
<i>Canadian Dollar:</i>	<i>\$0.30 CAD</i>	<i>Polish Zloty:</i>	<i>1.35 PLN</i>
<i>Czech Koruna:</i>	<i>10.00 CZK</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>Danish Kroner:</i>	<i>2.60 DKK</i>	<i>Swedish Kronor:</i>	<i>3.25 SEK</i>
<i>Hong Kong Dollar:</i>	<i>\$2.35 HKD</i>	<i>Swiss Franc:</i>	<i>0.55 CHF</i>
<i>Hungarian Forint:</i>	<i>90 HUF</i>	<i>Taiwan New Dollar:</i>	<i>10.00 TWD</i>
<i>Israeli New Shekels:</i>	<i>1.20 ILS</i>	<i>Thai Baht:</i>	<i>11.00 THB</i>
<i>Japanese Yen:</i>	<i>¥40 JPY</i>	<i>Turkish Lira:</i>	<i>0.45 TRY</i>
<i>Malaysian Ringgit:</i>	<i>2 MYR</i>	<i>UK Pounds Sterling:</i>	<i>£0.20 GBP</i>
<i>Mexican Peso:</i>	<i>4.00 MXN</i>	<i>US Dollar:</i>	<i>\$0.30 USD</i>

2.7 Blended Pricing or Interchange Plus Transaction Fees?

When you receive card payments using any of our Online Card Payment Services (including via Direct Payment API or Virtual Terminal):

- a. *The Blended Pricing fee structure shall apply until PayPal implements the Interchange Plus fee structure (which shall be by further notice of the same published by PayPal on a date falling on or after 9 June 2016 on the Policy Updates page accessible via the Legal footer on most PayPal site pages) (“Interchange Plus Launch”).*
- b. *You may choose the fee structure applicable to you on or after Interchange Plus Launch, by the methods or procedures that PayPal may make available to you before and after Interchange Plus Launch. If you do not make an election, you will stay on your existing fee structure.*
- c. *You may choose your fee structure for future transactions only, not for past transactions. The fee structure that applies when you receive card payments using any of our Online Card Payment Services also applies when you receive card payments using PayPal Here™. This means that if you opt to be charged under the Interchange Plus fee structure, the respective Interchange Plus fee structure will apply to the use of both our Online Card Payment Services and PayPal Here.*

2.8 Merchant Rate

Merchant Rate applies only to Accounts with Merchant Rate status. Merchant Rate status is subject to eligibility, application and approval by PayPal. PayPal may evaluate applications on a case-by-case basis, including, without limitation, on the following criteria: qualifying monthly sales volume, size of average shopping cart and an Account in good standing. To be eligible to apply for (and retain) PayPal Merchant Rate status the Account must:

- *at all times be in good standing and not under investigation; and*

- *have received more than £1,500.00 GBP in aggregate monetary amount of payments in the previous calendar month.*

PayPal may downgrade an Account to the Standard Rate at any time if the above conditions are not met or there are unresolved chargebacks against the Account.

If PayPal downgrades your Account you will need to apply to PayPal again for your Account to get PayPal Here Merchant Rate status.

You may apply to receive Merchant Rate for your Account using the dedicated online [application form](#) when logged into your PayPal Account. If your application is rejected, please note that you may only submit an application once every thirty days.

2.9 Additional Transaction Fees

a. Receiving Cross Border Payments

When you receive a Cross Border payment (which for the purpose of this Agreement also includes any payment made by a card from outside the United Kingdom) you agree to pay an additional percentage-based Cross Border Fee as set out in the table below (depending on the sender's country).

<i>Sender's country</i>	<i>Cross Border Fee</i>
<i>Northern Europe*</i>	<i>0.4%</i>
<i>Europe I**</i>	<i>0.5%</i>
<i>US / Canada</i>	<i>1.0%</i>
<i>Europe II***</i>	<i>1.3%</i>
<i>Rest of World</i>	<i>1.8%</i>

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

*** 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.*

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

This fee does not apply to:

- *Cross Border Euro or Swedish Krona payments made (i) between Accounts registered in; or (ii) by cards from the European Union or EEA do not incur this additional fee.*
- *payments received from cards using the Online Card Payment Services under the Interchange Plus fee structure.*

b. Failure to implement Express Checkout. *If you do not implement Express Checkout as required in clause 1 (2) above, the percentage components of the Transaction Fees set out in clause 2.2 will each increase by an additional 0.5 % after PayPal gives you 30 days' notice. You agree to pay the increased fees.*

c. Additional risk factors. *If PayPal determines that your Account receives, or is likely to receive, a disproportionately high number of customer complaints, Reversals, Chargebacks, Claims, or other indicators of a serious level of risk, PayPal may increase the percentage components of your Transaction Fees by up to 5%, after giving you 30 days prior notice of the increase. You agree to terminate your use of the Product if you do not agree to this increase.*

2.10 Other Fees

Activity/Event/Product	Fee
a. Recurring Payment Tool (optional service)	GBP 20.00 per month
b. Uncaptured Authorisation Transactions	GBP 0.20 for each successful but uncaptured authorisation transaction via Direct Payment API or Virtual Terminal
c. Card Account Verification Transactions	0.20 GBP for each card account verification request (for all Direct Payment API or Virtual Terminal card account verification transactions (Visa and MasterCard only). For the avoidance of doubt, this does not include Uncaptured Authorisation Transactions.

2.11 MasterCard transactions. *For further information about MasterCard's rules and rates, please visit: <http://www.mastercard.com/us/merchant/index.html>.*

2.12 Monthly Reports on Transaction Costs. *PayPal shall make available **monthly** reports on transaction costs (inclusive of interchange fees) for card transactions which you process with*

PayPal Website Payments Pro and Virtual Terminal. These reports will be downloadable from your PayPal Account. The reports do not include any Standard PayPal payments.

2. Settlement of Card Payments

We are adding a new clause 3 to outline how card payments charged for under the Interchange Plus fee structure will be settled. All subsequent clauses in the PayPal Website Payments Pro and Virtual Terminal Agreement will be renumbered. The new clause 3 reads as follows:

3. Settlement of Card Payments within the Interchange Plus Fee Structure

You agree that, when PayPal receives a card payment for you, PayPal may hold those funds in your Reserve Account and you are thereby giving a Payment Order that instructs PayPal to pay those funds to your Payment Account only on the Business Day on which PayPal receives the information about the interchange fee applicable to the card payment, at which time the funds will then be made available to you in your Payment Account. While the funds are held in your Reserve Account, the transaction will appear to you as “Pending” in your Account details. PayPal does not consider that the proceeds of the card payment in your Reserve Account are at your disposal until PayPal has received the information on the applicable interchange fee from our Processor (which can be within the next Business Day following the day on which the card payment was initiated by the card holder).

3. Parity among payment methods

We are removing clause 1.3 about parity among payment methods.

4. Definitions

We are amending existing clause 9 (Definitions) (which becomes new clause 10) to replace the existing definition of “Online Card Payment Services” and add a definition for “Standard PayPal Payments”. The new definitions read as follows:

“Online Card Payment Services: *Functionality provided online by PayPal to enable merchants to receive payments directly from a payer’s card (without the funds passing via the payer’s PayPal Account), without the card being present at the website or other point of sale. Online Card Payment Services are integral to the Products such as Direct Payments API and Virtual Terminal. PayPal Here™ is not an Online Card Payment Service because the card is present at a physical point of sale.”*

“Standard PayPal Payments: *All Payments which you receive from another PayPal account or payments via PayPal’s Account Optional Service.”*

Notice of amendment to the PayPal Here™ Agreement

Effective Date: 9 June 2016

You can find the amended PayPal Here™ 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. **This product is only available to UK resident Users.**

1. Fees

We are replacing section 10 with provisions that introduce the Interchange Plus and Blended Pricing fee structures and clarify the existing fees. New section 10 reads as follows:

“10. Fees

Except as further provided in this section, you agree to pay the fees prescribed for Business Accounts in the User Agreement.

You agree to pay the following fees for the following payments received via the PayPal Here App:

10.1 Fees for Payments from another PayPal account via PayPal Location Based Payments Functionality

<i>If you receive the payment:</i>	<i>the PayPal Here Standard Rate fee is:</i>	<i>the PayPal Here Merchant Rate is as follows:</i>	
		<i>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</i>	<i>the PayPal Here Merchant Rate fee (subject to the further terms and conditions in this section 10) is:</i>
		i. <i>via the PayPal Here App; and</i> ii. <i>as Commercial Transaction payments,</i> <i>is:</i>	
<i>from another PayPal Account via PayPal Location Based Payments Functionality</i>	<i>2.75%</i>	<i>GBP 0.00 - GBP 6,000.00</i>	<i>2.75%</i>
		<i>GBP 6,000.01- GBP 15,000.00</i>	<i>2%</i>
		<i>Above GBP 15,000.00</i>	<i>1.5%</i>

10.2 Fees under the Blended Pricing Fee Structure

<p>If you receive the card payment:</p>	<p>the PayPal Here Standard Rate fee is:</p>	<p>the PayPal Here Merchant Rate is as follows:</p>	
		<p>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</p> <ul style="list-style-type: none"> i. via the PayPal Here App; and ii. as Commercial Transaction payments, <p>is:</p>	<p>the PayPal Here Merchant Rate fee (subject to the further terms and conditions in this section 10) is:</p>
<p><i>from a Visa, MasterCard or Maestro card</i></p> <ul style="list-style-type: none"> • <i>using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality</i> • <i>as a Contactless Transaction</i> 	<p>2.75%</p>	<p>GBP 0.00 - GBP 6,000.00</p>	<p>2.75%</p>
		<p>GBP 6,000.01- GBP 15,000.00</p>	<p>2%</p>
		<p>Above GBP 15,000.00</p>	<p>1.5%</p>
<p><i>from a Visa, MasterCard, Maestro or an American Express card:</i></p> <ul style="list-style-type: none"> • <i>as a Keyed Transaction; or</i> • <i>by swiping the card's magnetic stripe</i> 	<p>3.4% + GBP 0.20</p>	<p><i>regardless of the volume of payments you receive</i></p>	<p>3.4% +GBP 0.20</p>
<p><i>from an American Express Card:</i></p>	<p>2.75%</p>		<p>2.75%</p>

<ul style="list-style-type: none"> • using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality • as a Contactless Transaction 			
---	--	--	--

10.3 Fees under the Interchange Plus Fee Structure

<p>If you receive the card payment:</p>	<p>the PayPal Here Standard Rate fee is:</p>	<p>the PayPal Here Merchant Rate is as follows:</p>	
		<p>where the aggregate monetary amount of payments received in your Account in the previous calendar month:</p> <ul style="list-style-type: none"> i. via the PayPal Here App; and ii. as Commercial Transaction payments, <p>is:</p>	<p>the PayPal Here Merchant Rate fee (subject to the further terms and conditions in this section 10) is:</p>
<p>from a Visa, MasterCard or Maestro card</p> <ul style="list-style-type: none"> • using your PayPal Here Card Reader's Chip and PIN, Chip and Signature functionality • as a Contactless Transaction; or 	<p>Interchange Fee (approximately ranges from 0.2% to 2.0%) + 2.50 %</p>	<p>GBP 0.00 – GBP 6,000.00</p>	<p>Interchange Fee +2.50%</p>
		<p>GBP 6,000.01- GBP 15,000.00</p>	<p>Interchange Fee +1.75%</p>
		<p>Above GBP 15,000.00</p>	<p>Interchange Fee +1.25%</p>
<p>from a Visa, MasterCard or Maestro card:</p>	<p>Interchange Fee</p>	<p>regardless of the volume of payments which you receive</p>	<p>Interchange Fee + 3.15%</p>

<ul style="list-style-type: none"> • as a Keyed Transaction; or • by swiping the card's magnetic stripe 	<p>+ 3.15%</p> <p>+ GBP 0.20</p>		<p>+ GBP 0.20</p>
from an American Express Card	3.4% + GBP 0.20		3.4% + GBP 0.20

a. Interchange Fees are set by Visa and MasterCard. They approximately range from 0.2% to 2.0% and vary for different types of cards (for example by categories and brand). PayPal shall always charge you the Interchange Fee as set by Visa and MasterCard and as passed on by its Acquirer. Single Interchange fees may change from time to time. For more information on Interchange Fees, please see [MasterCard's](#) and [Visa's](#) website as well as our [simplified overview](#).

b. Percentage-based fees (such as 3.40%) refer to an amount equal to that percentage of the payment amount.

10.4 Blended Pricing or Interchange Plus Transaction Fees?

When you receive card payments using PayPal Here:

- The **Blended Pricing** fee structure shall apply until PayPal implements the Interchange Plus fee structure (which shall be by further notice of the same published by PayPal on a date falling on or after 9 June 2016 on the Policy Updates page accessible via the Legal footer on most PayPal site pages) ("**Interchange Plus Launch**").
- You may choose the fee structure applicable to you on or after Interchange Plus Launch, by the methods or procedures that PayPal may make available to you before and after Interchange Plus Launch. If you do not make an election, you will stay on your existing fee structure.
- You may choose your fee structure for future transactions only, not for past transactions. The fee structure that applies when you receive card payments using PayPal HereTM also applies when you receive card payments under the PayPal Website Payments Pro and Virtual Terminal Agreement. This means that if you opt to be charged under the Interchange Plus fee structure, the respective Interchange Plus fee structure will apply when you receive card payments under the PayPal Website Payments Pro and Virtual Terminal Agreement and this Agreement.

10.5 Conditions for PayPal Here Merchant Rate

The PayPal Here Merchant Rate applies only to Accounts with PayPal Here Merchant Rate status. PayPal Here Merchant Rate status is subject to eligibility, application and approval by PayPal. PayPal may evaluate applications on a case-by-case basis, including, without limitation, on the following criteria: qualifying monthly sales volume, size of average shopping cart and an Account in good standing.

To be eligible to apply for (and retain) PayPal Here Merchant Rate status the Account must:

- *at all times be in good standing and not under investigation; and*
- *have received more than £1,500.00 GBP in aggregate monetary amount of payments in the previous calendar month:*
 - *via the PayPal Here App; and*
 - *as Commercial Transaction payments.*

PayPal may downgrade an Account to the PayPal Here Standard Rate at any time if the above conditions are not met or there are unresolved chargebacks against the Account.

If PayPal downgrades your Account you will need to apply to PayPal again for your Account to get PayPal Here Merchant Rate status.

You may apply to receive PayPal Here Merchant Rate for your Account using the dedicated online [application form](#) when logged into your PayPal Account. If your application is rejected, please note that you may only submit an application once every thirty days.

PayPal Here Merchant Rate status entitles you to also benefit from Merchant Rate status for Commercial Transactions under the PayPal User Agreement, with the tier values based on the aggregate monetary amount of payments received in your Account in the previous calendar month:

- i. *via the PayPal Here App; and*
- ii. *as Commercial Transaction payments, subject further to the terms and conditions in the PayPal User Agreement.*

10.6 Additional Transaction Fees

*The fees listed in the above tables shall be increased by the supplemental **Cross Border Fee** for Commercial Transactions (as outline in the relevant table in Schedule 1 of the PayPal User Agreement), if the payer's card or PayPal account is from outside the United Kingdom.*

*This Cross Border Fee does not apply to card payments received **under the Interchange Plus fee structure. However, the Cross Border Fee always applies to card payments with American Express cards (even if received under the Interchange Plus fee structure).***

There is no fee to use the PayPal Here App to manage records of the cash and cheque payments you accept.

The fees prescribed in this clause 10 may be changed by amending this Agreement.

2. Settlement of card payments

We are adding a new section 11 to outline how card payments charged for under the Interchange Plus fee structure will be settled. All subsequent clauses in the PayPal Here™ Agreement will be renumbered. The new section 11 reads as follows

11. Settlement of Card Payments within the Interchange Plus Fee Structure.

You agree that, when PayPal receives a card payment for you, PayPal may hold those funds in your Reserve Account and you are thereby giving a Payment Order that instructs PayPal to pay those funds to your Payment Account only on the Business Day on which PayPal receives the information about the interchange fee applicable to the card payment, at which time the funds will then be made available to you in your Payment Account. While the funds are held in your Reserve Account, the transaction will appear to you as “Pending” in your Account details. PayPal does not consider that the proceeds of the card payment in your Reserve Account are at your disposal until PayPal has received the information on the applicable interchange fee from our Processor (which can be within the next Business Day following the day on which the card payment was initiated by the card holder).

Notice of Amendment to PayPal Legal Agreements

Issued: 06 Jan, 2016 (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 above date. Should you decide you do not wish to accept them you can notify us before

the above date to **close your account** (<https://www.paypal.com/uk/cgi-bin/?&cmd=close-account>) 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 UK because it's a smarter, savvier way to pay online in just a few clicks. All you need is your email address and a password.

Please review the current [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.

1. SEPA (for users with registered addresses in Lithuania)

Section 3.7 (Bank Transfers) is amended to reflect that, following further notice to be given by PayPal after the Effective Date, a User with a registered address in Lithuania (in addition to those Users with registered addresses in Cyprus, Estonia, Greece, Ireland, Latvia, Malta, Slovakia and Slovenia) 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 (with added wording underlined):

"For users with registered addresses in Cyprus, Estonia, Greece, Ireland, Latvia, Lithuania, Malta, Slovakia and Slovenia: 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.”

2. 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.”*

3. 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));"

4. **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)."

5. **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”)...”

6. **PayPal Buyer Protection – your statutory rights**

We are adding a short statement to section 13.1 to clarify that PayPal Buyer Protection does not affect your statutory rights against the Payment Recipient. The paragraph of section 13.1 so amended reads as follows (with changes underlined):

“ ...

PayPal Buyer Protection is neither a product warranty nor a service warranty. No guarantees are given. PayPal Buyer Protection does not affect your statutory rights against the Payment Recipient. Please also consider section 13.2 below (Is PayPal Buyer Protection right for me?).

... ”

7. **PayPal Buyer Protection – Conditions for reimbursement**

Section 13.4.a.9 is amended to clarify that for all Users resident in the Relevant Countries (not just UK resident Users) contracting with PayPal under the User Agreement, the purchase of any wager (whether by way of backing or laying against any outcome or otherwise) and any other opportunity to benefit from a gambling activity is not eligible for reimbursement under PayPal Buyer Protection. Section 13.4.a.9 now reads as follows (set in context with its root clause):

“13.4 Conditions for reimbursement

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 purchases of the following:

...

9. any wager (whether by way of backing or laying against any outcome or otherwise) and any other opportunity to benefit from a gambling activity.”

8. **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 the PayPal Privacy Policy

Effective Date: February 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.

1. 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 1st, April 1st, July 1st and October 1st). 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](#).

<i>Category</i>	<i>Party Name and Jurisdiction (in brackets)</i>	<i>Purpose</i>	<i>Data Disclosed</i>
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	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	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

	<p>Limited (UK), Yodlee Inc. (USA)</p>	<p>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, manage PayPal accounts and undertake statistical analysis, undertake research and testing as to appropriateness of new products and services and system checking.</p>	<p>appropriate) and relevant transaction information (if appropriate). All information supplied when applying for a product or account functionality (including information obtained from social media accounts or online reputation data.)</p>
<p>Credit Reference and Fraud Agencies</p>	<p>National Credit Bureau (Russia)</p>	<p>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</p>	<p>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,</p>

		products and services and system checking.	
	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).
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,	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).

		undertake research and testing as to appropriateness of new products and services and system checking.	
Customer Service Outsourcing	Lithium Technologies Inc. (USA)	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.
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	Name, address, phone number, email addresses, truncated and limited, funding

		outside of the PayPal system and reporting.	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), 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)	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.
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, Given Payment Method, 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, Given Payment Method, 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

2. Other changes

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

Notice of amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: Mar 23, 2016

You can find the amended PayPal Website Payments Pro and Virtual Terminal 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. This product is available to only UK resident Users.

1. Additional fees for specific functions – Fees for receiving payments for Cross Border transactions

Fees for receiving payments for Cross Border transactions continue to be determined by the region in which the sender’s PayPal account is registered. The Cross Border Fee sender regions (and their constituent countries) are realigned and the fees are amended so that the contents of the first entry in the table at section 2.3 (Fees – Additional fees for specific functions”) read as follows (shown in context with its root clause, with changes underlined):

“2. Fees

...

3. *Additional fees for specific functions. You also agree to pay the following fees:*

Function	Fees												
<i>Cross-border transaction: Additional charge for receiving a payment: (i) from an Account having a different Account Nationality (as defined below) ; or (ii) where the payer’s card is from outside the United Kingdom</i>	<i>The following percentage of the payment you received (depending on the sender’s country):</i>												
<i>Note: Cross Border Euro or Swedish Krona payments made: (i) between Accounts registered in; or (ii) by cards from; the European</i>	<table border="1"><thead><tr><th>Sender's country</th><th>Additional Fee</th></tr></thead><tbody><tr><td>Northern Europe*</td><td>0.4%</td></tr><tr><td>Europe I**</td><td>0.5%</td></tr><tr><td>US/ Canada</td><td>1.0%</td></tr><tr><td>Europe II***</td><td>1.3%</td></tr><tr><td>Rest of World</td><td>1.8%</td></tr></tbody></table>	Sender's country	Additional Fee	Northern Europe*	0.4%	Europe I**	0.5%	US/ Canada	1.0%	Europe II***	1.3%	Rest of World	1.8%
	Sender's country	Additional Fee											
	Northern Europe*	0.4%											
	Europe I**	0.5%											
	US/ Canada	1.0%											
	Europe II***	1.3%											
Rest of World	1.8%												

Union or EEA do not incur this additional charge.

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

*** Austria, Belgium, Channel Islands, 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, Vatican City State.*

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

“

2. Other changes

Sections of the PayPal Website Payments Pro and Virtual Terminal Agreement have been amended to clarify existing wording and correct minor typographical errors.

Notice of amendment to the PayPal Here™ Agreement

Effective Date: Mar 23, 2016

You can find the amended PayPal Here™ 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. This product is available to only UK resident Users.

1. PayPal Here Merchant Rate

The Fee table for the PayPal Here Merchant Rate in Section 10 of the PayPal Here Agreement is updated to reflect an additional tier rate of 1.4% of the payment amount plus GBP 0.20 per payment where the aggregate monetary amount of payments received in your Account in the

previous calendar month via the PayPal Here App and as Commercial Transaction payments is above GBP 55,000.00. The PayPal Here Merchant Rate fee table (found in the general fee table at Section 10) now reads as follows:

Aggregate monetary amount of payments received in your Account in the previous calendar month: i. via the PayPal Here App; and ii. as Commercial Transaction payments.	PayPal Here Merchant Rate fee per payment
GBP 0.00 - GBP 6,000.00	2.75% of the payment amount
GBP 6,000.01 - GBP 15,000.00	2.4% of the payment amount plus GBP 0.20
GBP 15,000.01 – <u>GBP 55,000.00</u>	1.9% of the payment amount plus GBP 0.20
<u>Above GBP 55,000.00</u>	1.4% of the payment amount plus GBP 0.20

2. PayPal Here App

The definition of PayPal Here App is amended to include not only “off the shelf” software applications but also software applications in other formats (such as software development kits) as made available by PayPal. The definition of PayPal Here App now reads as follows:

*“**PayPal Here App**” means the PayPal Here software application for merchants, which PayPal may make available from time to time in: (i) “off the shelf” format from the Apple App Store, Amazon Appstore, Google Play or other similar outlets; and/or (ii) other formats, including, without limitation, in software development kit format.”*

Notice of amendment to the Commercial Entity Agreements

Effective Date: Jan 23, 2016

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.

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 Here Agreement and to PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: Dec 9, 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/uk/cgi-bin/?&cmd=close-account>) immediately without incurring any additional charges.

We are adding the following clause to the [PayPal Here™ Agreement](#):

21. Monthly Reports on Transaction Costs.

PayPal shall make available **monthly** reports on transaction costs (inclusive of interchange fees) for those card transactions which you process with PayPal Here™. These reports will be downloadable from your PayPal account. The first report will be available from January 2016 (with data on transactions of the previous month). The reports do not include any payments which you receive from another PayPal account.

A similar clause will be included in the [PayPal Website Payments Pro and Virtual Terminal Agreement](#):

2.7 Monthly Reports on Transaction Costs. PayPal shall make available **monthly** reports on transaction costs (inclusive of interchange fees) for card transactions which you process with PayPal Website Payments Pro and Virtual Terminal. These reports will be downloadable from your PayPal account. The first report will be available from January 2016 (with data on transactions of the previous month). The reports do not include any payments which you receive from another PayPal account.

Amendment to PayPal Legal Agreements

Effective Date: Jul 1, 2015

Please read this document.

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

We need to make some of these changes because eBay and PayPal soon will no longer be part of the same group of companies and will operate as unrelated organisations. However, eBay and PayPal will continue to partner together to provide and further enhance the great experience you've always had when using PayPal to send or receive payments on eBay.

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/uk/cgi-bin/?&cmd=_close-account) immediately without incurring any additional charges.

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

It's safer

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

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

Amendment to the PayPal User Agreement.

1. 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."

2. 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.”*

3. 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.”

4. 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.”

5. 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:

- a. *Not engage in any of the Restricted Activities;*
- b. *Keep the details of your Funding Sources, password and PIN safe;*
- c. *Not allow anyone else to have or use your Funding Source, password or PIN details;*
- d. *Not disclose the details of your Funding Sources, password or PIN except when using the Service;*
- e. *Never write your password or PIN in a way that can be understood by someone else;*
- f. *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;*
- g. *Take care to make sure that no one sees your password or PIN when you use it;*
- h. *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);*
- i. *Refrain from using any functionality that saves or stores your password or PIN on your access device;*

- j. *Comply with all reasonable instructions we may issue regarding how you can keep your Payment Instrument safe;*
- k. *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*
- l. *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.”*

6. 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.”

7. 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.”

8. 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).”

9. 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.”*

10. PayPal Buyer Protection

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

1. clarify your liability to PayPal when PayPal makes a final decision in favour of the buyer (section 13.3 is amended accordingly);
2. improve the conditions of reimbursement under PayPal Buyer Protection for PayPal users (section 13.4 is amended accordingly) by:

1. extending the range of eligible purchases for all users (UK resident PayPal users already benefit from this improvement) to cover:
 1. intangible items (such as rights of access to digital content and other licences);
 2. services; and
 3. travel tickets;
 2. no longer using certain outcomes of eBay policies and/or actions (as listed in sections 13.4.a.vi and 13.4.a.x, , which are deleted accordingly) as reasons to exclude an item from eligibility;
 3. no longer making the use of the eBay “Pay Now” button or the eBay invoice a condition for reimbursement (section 13.4.b.i.a is deleted accordingly); and
3. 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 13.11 is amended accordingly).

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

“13.3 What happens when PayPal makes a final decision in favour of the buyer...

...

If I am 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).*

...

13.4 Conditions for reimbursement

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 purchases of the following :*

i. real estate (including, without limitation, residential property);

- ii. businesses (including, without limitation, any items or services forming part of a business or corporate acquisition);*
- iii. vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats);*
- iv. custom made items (unless they are claimed to be Not Received);*
- v. goods and services prohibited by the PayPal Acceptable Use Policy;*
- vi. industrial machinery used in manufacturing;*
- vii. items equivalent to cash (including, without limitation, gift cards);*
- viii. goods and services purchased using Zong, Website Payments Pro, Virtual Terminal or Personal Transaction payments; and*
- ix. any wager (whether by way of backing or laying against any outcome or otherwise) and any other opportunity to benefit from a gambling activity (if you are purchasing as a UK resident user of PayPal).*

b. You sent the payment for your purchase from your PayPal Account to the Payment Recipient's PayPal Account:

- i. through the Send Money tab applicable to payments for goods and/or services on the PayPal website or app, or the Payment Recipient's PayPal checkout flow (including, without limitation, the PayPal Location Based Payments Functionality, if used by the Payment Recipient); and*
- ii. in one instalment only. Purchases paid for in multiple instalments – like a deposit followed by a final payment – are not eligible.*

...

13.11 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.”

11. 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.”

12. Definitions

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

- **““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.”

13. 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^

14. Fees for Cross Border Commercial Transactions

Cross Border Fees continue to be determined by the region in which the sender’s PayPal account is registered. The Cross Border Fee sender regions (and their constituent countries) are realigned and the fees are amended so that the section labelled “Receiving Cross Border payments (Selling)” in Commercial Transactions fee table in “Schedule 1. Table of Fees” reads as follows:

“ ...

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

<i>Sender's country</i>	<i>Cross Border Fee</i>
<i>Northern Europe*</i>	<i>0.4%</i>
<i>Europe I**</i>	<i>0.5%</i>
<i>US / Canada</i>	<i>1.0%</i>
<i>Europe II***</i>	<i>1.3%</i>
<i>Rest of World</i>	<i>1.8%</i>

***Receiving
Cross
Border
payments
(Selling)***

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

*** 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.*

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

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

...”

15. 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:

1. 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).”

2. 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.”

3. 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)."

4. 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."*

5. 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.”

6. 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.”*

7. 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 commerce 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:

- a. *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](#).

- b. *Disclose necessary information in response to the requirements of the credit card associations or a civil or criminal legal process.*
- c. *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).*
- d. *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).*
- e. *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).*
- f. *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.*
- g. *Share necessary Account Information with unaffiliated third parties (listed [here](#)) for their use for the following purposes:*
 - i. *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.

- ii. *Customer Service: for customer service purposes, including to help service your accounts or resolve disputes (e.g., billing or transactional).*
- iii. *Shipping: in connection with shipping and related services for purchases made using PayPal.*
- iv. *Legal Compliance: to help them comply with anti-money laundering and counter-terrorist financing verification requirements.*

Program Operations: to enable them to operate their programmes for evaluating buyer or seller standards. For example, if you use the PayPal Services to buy or sell goods using selected partner platforms (such as eBay's marketplace), we may share Account Information to enable them to determine whether you meet certain standards for their buyer or seller programs.

- v. *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."*

8. 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>
<i>Payment Processors</i>			
	<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>
	<i>WorldPay (UK) Limited, Worldpay AP Limited, (UK) Worldpay . (The Netherlands)</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 Worldpay service.</i>	<i>All Account information except details of user financial instruments</i>
	<i>American Express Travel Related Services Company, Inc.</i>	<i>To allow payment processing settlement services, and fraud checking.</i>	<i>Unique Seller ID. Seller MCC Seller DBA Authorized signer Seller address, postal and country code Seller phone number</i>

		<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> <ul style="list-style-type: none"> • <i>First and last name</i> • <i>Home address, postal code and country code</i> • <i>SSN or date of birth</i> <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,</i></p>
--	--	--

			postal code and country code) Sponsored Merchant phone number
	<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 3DSecure checking for payment processing globally.</i>	<i>Standard transaction data for 3DSecure.</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</i>	<i>Name, address, details of payment instruments, and</i>

		<i>settlement services in Australia.</i>	<i>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>

Customer Service Outsourcing

	<i>LatentView Analytics Pte. Ltd</i>	<i>To provide customer services regarding payments globally.</i>	<i>Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.</i>
	<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,</i>

			<i>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>	<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</i>	<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</i>
--	--	---	--

		<p><i>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 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"><i>• retained by the database for audit purposes and for scoring of such customer's creditworthiness;</i><i>• any such score may be disclosed to other third parties for the purpose of gauging creditworthiness</i> <p><i>and</i></p> <ul style="list-style-type: none"><i>• transferred outside of the EU and on a global basis.</i> <p><i>Further, in relation to customers who have a German PayPal account,</i></p>	<p><i>legally justified, also certain information on negative account performance of a customer with a German PayPal account.</i></p>
--	--	--	---

		<p><i>the information on a failed direct debit payment may be:</i></p> <ul style="list-style-type: none"> <i>• retained by the infoscore database for audit purposes; and</i> <i>• (without linkage to the customer's identity) disclosed to other third parties for the purpose of preventing failed direct debit payments.</i> 	
	<i>AuthenticID LLC</i>	<p><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></p>	<p><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></p>
	<i>Zoot Enterprises, Inc. (USA), Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)</i>	<p><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</i></p>	<p><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</i></p>

		<i>internal and external data sources and provide statistical analysis in order to assess the risk of fraud.</i>	<i>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 concerning a customer's credit worthiness, carry out checks for the prevention and detection of crime including fraud and/or money laundering.</i> <i>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.</i>	<i>Name, address, social security number, date of birth, business name, legal name of business, tax ID, business phone number.</i>
	<i>Trulioo Information Services, Inc. (US)</i>	<i>To verify identity, carry out checks for the prevention and detection of crime including fraud and/or money laundering.</i> <i>Please note that data disclosed to these</i>	<i>Name, date of birth, address, ID number (if provided).</i>

		<i>agencies may be retained by the applicable credit reference and fraud agency for audit and fraud prevention purposes.</i>	
Commercial Partnerships			
	<i>Stubhub Services S.à.r.l. (Luxembourg)</i>	<i>For the purposes of its AML and KYC requirements.</i>	<i>First and last name, date of birth, residential address, nationality, national ID/passport number</i>
Marketing and Public Relations			
	<i>TNS Deutschland GmbH (Germany)</i>	<i>To conduct customer service and marketing surveys.</i>	<i>Name, email address, phone number, type of account, type and nature of the PayPal services offered or used, and relevant transaction information.</i>
	<i>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 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&C Strategy Consultants Limited (UK)</i>	<i>To conduct market research and develop insight</i>	<i>Anonymized account and transaction information</i>
<i>Operational services</i>			
	<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,</i>

			<p><i>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></p>
	<p><i>Salesforce.com, Inc. (USA), Oracle America Inc. (USA), Adobe Systems Incorporated (USA), Teradata Corporation</i></p>	<p><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></p>	<p><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></p>
	<p><i>Zoot Enterprises, Inc. (USA), Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)</i></p>	<p><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</i></p>	<p><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</i></p>

		<i>contracted fraud and credit reference agencies.</i>	<i>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>
Group companies			
	<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</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>Giving Fund (USA), PayPal Giving Fund UK (UK), Tradera AB (Sweden),</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>
	Commercial partners		
	<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 (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 & 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)</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>

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.

1. 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 aup@paypal.com</i>

... ”

2. **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 ..."

3. **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."

4. **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."

<i>Service Requiring Pre-Approval</i>	<i>Contact Information</i>
<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 aup@paypal.com</i>

...”

5. 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/ie/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 sensitive financial details are never shared with sellers or retailers, so you’re more protected against fraud.

It's faster

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

It's easier

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

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

Amendment to the PayPal User Agreement.

1. 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.”*

2. 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).”

3. 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.”

4. 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.”

5. 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.”

6. Restricted Activities

Section 9.1.ag 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.ag 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:

...

ag. 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

...”

7. 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 (UK resident PayPal users already benefit from this improvement); and
 - extending the range of eligible purchases to cover custom made items that are claimed to be Not Received.
- for UK resident users contracting with PayPal under the User Agreement, clarify at new section 13.4.a.k that the purchase of any wager (whether by way of backing or laying against any outcome or otherwise) and any other opportunity to benefit from a gambling activity is not an eligible purchase.

- for all users contracting with PayPal under the User Agreement, clarify at section 13.6 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. The link to the relevant PayPal Buyer Protection policies will also be included in section 13.1.

8. Other changes

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

Amendment to the PayPal Privacy Policy

Effective Date: Dec 29, 2014

1. 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.

...”

2. 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.

...”

3. 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.

Category	Party Name and Jurisdiction (in brackets)	Purpose	Data Disclosed
<i>Credit Reference and Fraud Agencies</i>			
<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>			
	<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>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>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</i>	<i>Name, address, email address,</i>

		<p><i>documents, and document validation / forgery detection. Research and testing as to appropriateness of new products and services.</i></p>	<p><i>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></p>
	<p><i>Zoot Enterprises, Inc. (USA), Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)</i></p>	<p><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></p>	<p><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></p>
Marketing and Public Relations			
	<p><i>DemandGen AG (Germany)</i></p>	<p><i>To execute e-mail marketing campaigns</i></p>	<p><i>Name, email address, phone</i></p>

			<i>number, type of account, type, and nature of 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.</i> <i>Content of advertisements to be delivered to specific users and, as appropriate, segmentation</i>

			<i>group to which such person belongs to for advertisement purposes.</i>
Operational services			
	<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>
Group companies			
	<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>

4. Other changes

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

Amendment to the PayPal Website Payments Pro and Virtual Terminal Agreement

Effective Date: Jan 29, 2015

You can find the amended PayPal Website Payments Pro and Virtual Terminal 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. Online Card Payment Services.

The agreement will now cover your use of any Online Card Payment Services, for which a new definition is added as follows:

*“**Online Card Payment Services:** Functionality provided online by PayPal to enable merchants to receive payments directly from a payer’s card (without the funds passing via the payer’s PayPal Account), without the card being present at the website or other point of sale. Online Card Payment Services are integral to the Products such as Website Payments Pro and Virtual Terminal. PayPal Here™ is not an Online Card Payment Service because the card is present at a physical point of sale.”*

2. Getting started.

We are inserting the following sentence at the end of section 1.1 to clarify your integration options:

*“If your Product is Website Payments Pro, you may only integrate and use Website Payments Pro in one of the following mutually exclusive ways - either (i) as a PayPal Hosted Solution (in which PayPal operates Website Payments Pro for you as a PayPal-hosted service) or (ii) operated on your own facilities - (each option being a “**Hosting Option**”). PayPal may (but, notwithstanding any other provision in this Agreement, shall not be obliged to) provide both Hosting Options. PayPal may, at its sole discretion, set either Hosting Option as your default option for integrating the Direct Payments API into the payment process of your website.”*

3. Parity among payment methods.

Section 1.3 is amended to clarify the requirements for parity among payment methods available for use on your website. The amended section 1.3 now reads as follows:

*“**Parity among payment methods.** In displaying payment options on your website, you must display the logos of PayPal and the Card Associations with size and prominence*

equal among themselves and among those of any other payment methods available for use on your website. You must not display a preference for one payment method over another. “

4. Your information.

Section 1.4 is amended to clarify the importance of PayPal’s Privacy Policy regarding your use of the Online Card Payment Services and now reads as follows:

*“**Your information.** You confirm that you have read, consented and agreed to PayPal’s Privacy Policy, which explains the information that we collect about you and your online business. In particular, you agree and consent that PayPal may obtain from a third party your credit history and financial information about your ability to perform your obligations under this Agreement; the PayPal Privacy Policy lists the companies involved in this exchange of credit-related information. PayPal will review your credit and other risk factors of your Account (reversals and chargebacks, customer complaints, claims etc.) on an ongoing basis, and we may also review your website and the products for sale on it. PayPal will store, use and disclose all information that we have about you in conformity with PayPal’s Privacy Policy.”*

5. Fees

The following text in the last paragraph of each of sections 2.1 and 2.2: *“± The percentage listed is a percentage of the payment you receive. The fixed fee is charged in the currency of the payment if you have a balance in your Account in that currency. Otherwise it is charged in the currency that corresponds to the Account Nationality of your Account.”* is amended to read as follows:

“The percentage listed in the above table is a percentage of the payment you receive. The fixed fee is charged in the currency of the payment received.”

6. Your PCI DSS compliance.

Section 3.2 is amended to clarify your obligations regarding PCI DSS compliance and now reads as follows:

*“**Your PCI DSS compliance.** You also agree to comply with the PCI Data Security Standard (PCI DSS). You must protect all Card Data that comes within your control according to PCI DSS, and you must design, maintain and operate your website and other systems in conformity with PCI DSS. You must ensure that your staff are and remain sufficiently trained so that they are aware of PCI DSS and can carry out its requirements. PayPal is not responsible for any costs that you incur in complying with PCI DSS.”*

7. PayPal’s PCI DSS compliance.

A new section 3.3 is inserted to set out the entirety of PayPal's obligations to you regarding PCI DSS of your Product, which reads as follows:

***“PayPal’s PCI DSS compliance.** PayPal warrants that PayPal and your Product comply and will comply with PCI DSS. However, PayPal’s compliance, and your Product’s, are not sufficient to achieve compliance with PCI DSS by you and your systems and processes.”*

8. **3D Secure.**

A new section 3.4 is inserted to set out your obligations regarding the implementation of 3D Secure, which reads as follows:

***“3D Secure.** Requirements of the European Central Bank and PayPal’s bank regulators require use of 3D Secure in certain circumstances, and Card Associations may also require it to reduce an excessive number of Card Transactions unauthorised by the cardholder. PayPal may by notice to you require that you implement 3D Secure for all or certain specified Card Transactions. You agree to implement 3D Secure if required in such a notice, where the issuer of a particular card supports 3D Secure for that card.”*

9. **User Agreement applies.**

Section 4.1 is amended to clarify the role of the User Agreement in this agreement and now reads as follows:

***“User Agreement applies.** You acknowledge and agree that the User Agreement, and not this Agreement, is the “framework contract” between you and PayPal as defined in laws transposing the Payment Services Directive (2007/64/EC). The terms of the User Agreement also apply to you and are incorporated by reference into this Agreement. The definition of “Services” in the User Agreement shall be amended to include your Product, and the definition of “Agreement” shall include this Agreement. In case of any inconsistency between this Agreement and the User Agreement, this Agreement supersedes the User Agreement, but only to the extent of that inconsistency. Where this Agreement and the User Agreement both specify a fee for the same action, the fee specified in this Agreement will apply rather than the fee in the User Agreement. The User Agreement can be found via a link in the footer of nearly every PayPal web page. The User Agreement includes important provisions which:*

- a. *Permit PayPal to take a Reserve to secure your obligation to pay Chargebacks, Reversals and fees;*
- b. *Obligate you to follow PayPal’s Acceptable Use Policy in your use of PayPal;*
- c. *Give legal effect to PayPal’s Privacy Policy, which governs our use and disclosure of your information and that of Shared Customers; and*
- d. *Permit PayPal to restrict a payment or your PayPal Account in circumstances listed in the User Agreement.”*

10. **ID codes.**

Section 5.2 has been amended to clarify the use of identifying codes and your obligations in relation to them and now reads as follows:

“ID codes. PayPal will provide you with certain identifying codes specific to you. The codes identify you and authenticate your messages and instructions to us, including operational instructions to PayPal software interfaces. Use of the codes may be necessary for the PayPal system to process instructions from you (or your website). You must keep the codes safe and protect them from disclosure to parties whom you have not authorised to act on your behalf in dealing with PayPal. You agree to follow reasonable safeguards advised by PayPal from time to time in order to protect the security of those identifying codes. If you fail to protect the security of the codes as advised, you must notify PayPal as soon as possible, so that PayPal can cancel and re-issue the codes. PayPal may also cancel and re-issue the codes if it has reason to believe that their security has been compromised, and after notifying you whenever notice can reasonably be given.”

11. Ownership of PayPal Website Payments Pro information and materials.

A new section 5.3 is inserted to set out your obligations regarding the use of information and materials provided to you when using PayPal Website Payments Pro, which reads as follows:

“Ownership of PayPal Website Payments Pro information and materials. As part of Merchant’s access to, and utilisation of PayPal Website Payments Pro, Merchant will be provided with certain information and materials (the “Pro Materials”) which are able to be used by Merchant to use PayPal Website Payments Pro. All intellectual property rights associated with the Pro Materials remain the property of PayPal or the relevant Acquiring Institution (as the case may be). Merchant agrees to not give, transfer, assign, novate, sell, resell (either partly or in whole) the Pro Materials to any person.”

12. No warranty

The text that used to sit at section 5.3 is moved to a new section 8.2 and we are inserting a further paragraph after it, so that it reads as follows:

“No warranty. Your Product and all accompanying documentation are provided to you on an “as is” basis. PayPal does not give or offer any warranty, express or implied, by operation of law or otherwise, in relation to your Product, the licensed software or user documentation provided. Nothing provided by PayPal under this Agreement or otherwise for your Product has PayPal’s authorisation to include a warranty, and no obligation or liability will arise out of PayPal’s rendering of technical, programming or other advice or service in connection with any Product, licensed software and user document provided (including, without limitation, services that may assist you with the customisation of your Product). PayPal recommends that you test the implementation of your Product thoroughly as PayPal is not responsible for any loss caused by a defect in it.

If PayPal hosts your Product (in other words, we run the software for you as a web service), PayPal does not guarantee continuous, uninterrupted or secure access to your hosted Product. PayPal will not be liable for any delay or failure in hosting your Product. You acknowledge the availability of your Product for use may be occasionally limited to allow for repairs, maintenance or the introduction of new facilities or services.”

13. Data Security Requirements

Schedule 1 (dealing with Data Security Requirements) has been amended to read as follows:

“Schedule 1

Data Security Requirements

Website Payment Pro and Virtual Terminal enable you to accept payments online directly from debit and credit cards, which are payment instruments whose security depends on controlling the disclosure of Card Data. A person who has sufficient Card Data can send or receive a card payment charged to the cardholder’s account without necessarily having the cardholder’s authorisation for the payment. To prevent your Shared Customers from having their Card Data misused, you must keep Card Data secret at all times. Laws transposing the Data Protection Directive also require you to keep a Shared Customer’s personal data secure.

PayPal strongly recommends that you obtain the services of a competent professional expert in information security to advise you and assist in securing your website and any other points of sale.

Principles of Data Security

- 1. Design and development.*** *You must design and develop your Critical Systems and all payment-related processes so that they are secure from intrusion and interference by unauthorised persons. All users of your systems must be required to authenticate themselves to your Critical Systems, and those Systems must limit the access and powers of their users. You must also organise your business so as to segregate critical duties and create controls and checkpoints in your operations, rather than place too much unchecked power over your systems and operations in one person. Never give a user more power over your systems and processes than the minimum necessary for the user to perform his or her assigned role.*
- 2. Protection against intrusion.*** *You must divide your operations into two basic categories, (1) those functions available to all users including those outside your organisation, and (2) those available only to trusted people within your organisation. You must employ a firewall to block untrusted users from the using internal-only functions of your Critical Systems. Your web servers and other external-facing portions of your Critical Systems must use well developed and*

thoroughly tested technology, and make available externally only those functions which are necessary for Shared Customers and other external users to use. Strip your external-facing servers of all superfluous functions to protect (harden) them and reduce their vulnerability to external attack.

3. **Access controls.** *Your Critical Systems must restrict access to Card Data and all other personal or important data to only trusted persons within your organisation, and no such person should have greater access to such data than is necessary for that person to perform his or her role. Your systems must track and log all access, use, modification and deletion of Card Data and other personal or important data so that you maintain an audit trail of all such actions. You must also limit access to your Critical Systems and the resources on which they depend such as networks, firewalls, and databases.*
4. **Data minimisation.** *As a general principle, you should gather and retain no more Card Data or other sensitive data than you need. Holding Card Data and personal data creates a risk of liability to you, and you can reduce that risk by taking and holding less data. If you store Card Data, consider carefully the need to do so: PayPal must refund a payment which lacks its payer's authorisation, and if the user will authorise a further payment, the user will generally also give you up-to-date Card Data again, so you may have little need to store Card Data for future use. Card Data that you do not have is data that you cannot spill if you suffer a Data Breach.*
5. **Changes and testing.** *Except in emergencies, avoid changing Critical Systems without first planning, testing, and documenting the change, unless the change is routine (e.g. adding a user, changing a password, updating inventory and prices). For major systemic changes or those which can impact the security or availability of your Critical Systems, planned changes should be escalated for approval by high-ranking managers other than the planners of those changes. Implement planned changes in your production systems only after they have been thoroughly tested in a non production environment. Conduct all such testing under the supervision of the your risk management department or others in your company with particular responsibility for its losses.*
6. **Audits.** *You must audit the operations and security of your Critical Systems at least once a year. This systems audit must be distinct from any audit of your finances. Use trusted and independent experts to audit your Critical Systems, and if you use your employees as auditors, ensure their independence by protecting their employment from retaliation and by isolating them from the work of administering, operating, changing and testing your Critical Systems.*
7. **Outsourcing and organisational control.** *You must ensure that all persons who have access to your Critical Systems, or who design, develop, operate, maintain, change, test and audit your Critical Systems comply with this Agreement and PCI DSS. You are responsible to ensure compliance even if such persons are not your employees.*

What to do in case of a Data Breach

8. **Data Breach.** *If you experience a Data Breach, you agree to do all of the following:*
- a. *Take whatever action you can to stop the Data Breach and mitigate its consequences immediately after discovering the Data Breach.*
 - b. *Notify PayPal as soon as possible after discovering the Data Breach by contacting your account manager (if one is assigned to you) or contacting our Customer Service (details of how to contact us are on the "[Contact Us](#)" page). If you cannot simultaneously do (a) and notify PayPal, then do (a) first and then notify PayPal.*
 - c. *Notify all Shared Customers whose Card Data has been exposed or which is likely to have been exposed, so that those Shared Customers can take steps to prevent misuse of the Card Data. You further agree to complete this notification immediately after you perform (a) and (b) above, to notify PayPal when you have completed this notification, and to provide a list of Shared Customers whom you have notified. If you fail to complete this step promptly after the Data Breach, PayPal may notify Shared Customers of the Data Breach, and will identify the Shared Customers from your PayPal Account records of who has paid you using a card.*
 - d. *If requested by PayPal, have an independent third party auditor, approved by PayPal, conduct a security audit of your Critical Systems and issue a report. You agree to comply with PayPal's request under this clause at your own expense. You must provide a copy of the auditor's report to PayPal, and PayPal may provide copies of it to the banks (including, without limitation, Acquiring Institutions) and Card Associations involved in processing card transactions for PayPal. If you do not initiate a security audit with 10 business days of PayPal's request, PayPal may conduct or obtain such an audit at your expense. See also Schedule 1 on Audit.*
 - e. *Cooperate with PayPal and follow all reasonable instructions from PayPal to avoid or mitigate consequences of the Data Breach, to improve your Critical Systems so that they satisfy the requirements this Agreement, and to help prevent future Data Breaches. However, PayPal shall not require you to do more than this Agreement requires, unless the additional measures are reasonable in light of the risk to Shared Customers and the best practices of online retailing.*
 - f. *Resume normal operation of your Critical Systems only when you have ascertained how the Data Breach occurred and taken all reasonable steps to eliminate the vulnerabilities that made the Data Breach possible or which could make other Data Breaches possible;*
 - g. *Report the Data Breach to law enforcement authorities, cooperate in any investigation that they undertake, and cooperate as the authorities may request in order to identify and apprehend the perpetrator of the Data Breach.*
 - h. *Refrain from using Card Data that have been exposed or modified in the Data Breach. However, this clause does not prevent you from obtaining and using Card Data again from Shared Customers affected by the Data*

Breach, after the vulnerabilities in your Critical Systems have been remedied pursuant to (f) above.

Data protection

9. **You as data controller.** *You confirm that you are the data controller (as defined in the Data Protection Directive) for all personal data of Shared Customers that you collect and store.*
10. **Your compliance with European privacy laws.** *You agree to comply with all applicable laws and regulations, including without limitation, the laws of your country that transpose the Data Protection Directive or any successor to it and any rules or guidance by the data protection regulator of your country.*

Card Data and PCI DSS

11. **Retention of Card Data.** *Unless you receive and record the express consent of the cardholder, you may not retain, track, monitor or store any Card Data. You must completely and securely destroy all Card Data that you retain or hold within 24 hours after you receive an authorisation decision from the issuer relevant to that Card Data.*

If, with the cardholder's consent, you briefly retain Card Data, you may do so only to the extent that the Card Data are necessary for processing payment transactions with the cardholder's authorisation. You must never give or disclose the retained Card Data to anyone, not even as part of the sale of your business. Moreover, and regardless of anything to the contrary, you must never retain or disclose the card verification and identification data printed in the signature stripe on the back of the card (i.e. the CVV2 Data), not even with the cardholder's consent.

12. **Card Data that you must not store.** *Notwithstanding the immediately preceding clause, you agree to not store any personal identification number (PIN) data, AVS Data, CVV2 Data, or data obtained from the magnetic stripe or other digital storage facility on the card (unless that data is also printed or embossed on the front of the card). of any cardholder Card associations may impose fines if you violate this clause, which reflects card association rules. In this clause, 'store' means retain in any form, whether digital, electronic, paper-based, or otherwise, but does not include temporary capture and holding of data while it is actively being processed (but not afterwards).*
13. **Merchant's use of Card Data.** *You agree not to use or disclose Card Data except for the purposes of obtaining authorisation from the card issuer, completing and settling the Card Transaction for which the Card Data was given to you, together with resolving any Chargeback or Reversal Dispute, or similar issues involving Card Transactions. PayPal is required by banking laws to refund payments lacking the payer's authorisation, so your use of Card Data to carry out a Card Transaction must be authorised by the cardholder or it will subject to Reversal.*
14. **Secure storage and disposal of Card Data.** *You agree to:*

- a. *establish and maintain sufficient controls for limiting access to all records containing Card Data;*
- b. *not sell or disclose to a third party any Card Data or any information obtained in connection with a Card Transaction;*
- c. *keep no Card Data on paper or in portable digital storage devices such as USB memory devices or removable disks;*
- d. *not reproduce any electronically captured signature of a cardholder except on PayPal's specific request; and*
- e. *destroy Card Data either by destroying the medium on which the Card Data are stored or by erasing or rendering the Card Data completely and irreversibly unintelligible and meaningless.*

If you transfer your business, Card Data and any information you have about Card Transactions is not transferable under Card Association rules as an asset of the business. In such cases, you agree to provide the Card Data and any transactional data to PayPal if it requests. If PayPal does not request such data, you must destroy it when your business transfers.

15. ***PCI DSS audit.*** *If PayPal so requests, you agree that a Qualified Security Assessor may conduct a security audit of your systems, controls and facilities and issue a report to PayPal and the Associations. You agree to cooperate fully in the conduct of this audit, and to provide any information and access to your systems required by the auditor for the performance of the audit. You also agree to bear the reasonable expenses of this audit. If you fail to initiate such an audit after PayPal requests you to do so, you authorise PayPal to take such action at the Merchant's expense, or PayPal may immediately suspend your use of your Product. You will receive a copy of the audit report, and PayPal must also receive a copy and provide a copy to any Acquiring Institution or Card Association that requests a copy."*

Amendment to the PayPal User Agreement

Effective Date: Jun 17, 2014

1. PayPal seller protection – expansion of geographic coverage

PayPal is pleased to confirm that PayPal seller protection is being made available to Payment Recipients with registered PayPal Account(s) in the Czech Republic, Greece, Hungary and Slovakia (in addition to those Payment Recipients with registered PayPal account(s) in the UK and Ireland) who receive PayPal payments from buyers making eligible purchases outside of eBay.

Section 11.2 is amended accordingly to read as follows:

"11.2 Availability of PayPal seller protection

PayPal seller protection is available to:

- a. *Payment Recipients with registered PayPal Account(s) in the Relevant Countries who receive PayPal payments from buyers making an eligible purchase via eBay (worldwide and everywhere PayPal is accepted); and*
- b. *Payment Recipients with registered PayPal Account(s) in the UK, Ireland, Czech Republic, Greece, Hungary and/or Slovakia 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."

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/ie/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 sensitive financial details are never shared with sellers or retailers, so you're more protected against fraud.

It's faster

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

It's easier

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

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

Amendment to the PayPal User Agreement.

1. 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."

2. Sending Money – Our execution of your Payment Orders

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

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

a. your Payment Order before 4pm on a Business Day, except that the relevant time shall be 5.00pm if your Account is registered in Greece, 3.00pm if your Account is registered

in Ireland, 2.45pm if your Account is registered in Hungary and 2.00pm if your Account is registered in the Czech Republic. All times stated are local times of the country where your Account is registered. If you provide us with your Payment Order after this time or not on a Business Day, you agree that your Payment Order was received by us on the following Business Day; ...”

3. 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.”*

4. 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 (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:*

...

b. In your Account Profile – My Preapproved Payments. If you have set up a Recurring or Automatic Payment, or authorise 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 "My Preapproved Payments", 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. "

5. **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 (presented in context with the relevant part of the root of the paragraph):

"Third parties who present us with a payment request under this provision hereby:

...

- *agree that they will notify their customers at least 4 weeks in advance of the amount they will collect if that amount has increased in such a manner that the customer could not have reasonably expected to pay such an amount, taking into account that customer's previous spending patterns and the circumstances of the payment and that they will be liable to PayPal for any refunds of such payment in accordance with the terms of this User Agreement."*

6. **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..."

7. **Restricted Activities**

A new Section 9.1.ah 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 section 9.1.ah 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:

...

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."

8. 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):

“9.2 Keeping your Payment Instrument Safe . 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).”

9. Seller Protection Programme

Section 11.1 is amended to clarify the scope of the Seller Protection Programme. The amended section 11.1 reads as follows:

“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”; 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).”

10. PayPal Buyer Protection

With effect from a date to be confirmed by PayPal in due course (falling on or after the

Effective Date), section 13 will be amended to make several improvements to the PayPal Buyer Protection policy. The amendments will:

- improve the conditions of reimbursement under PayPal Buyer Protection for PayPal users registered as UK residents 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 :
 - intangible items (including, without limitation, rights of access to digital content and other licences) ;
 - services; and
 - travel tickets (including, without limitation, airline flight tickets); and
 - for all users contracting with PayPal under the User Agreement, clarify:
 - the conditions for reimbursement under PayPal Buyer Protection if you are a buyer (including, without limitation, your requirements to cooperate with PayPal if a problem with a purchase is reported to PayPal);
 - the extent of your potential liability under PayPal Buyer Protection if you are a Payment Recipient (i.e. a seller)
 - the nature and scope of PayPal's discretionary role in providing PayPal Buyer Protection;
 - the choices you have to resolve a problem with a purchase without involving PayPal; and
 - by way of notice, that in certain cases the proceeds of a buyer's payment to a UK based Payment Recipient 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 reads as follows:

“13.1 What is PayPal Buyer Protection?”

PayPal Buyer Protection enables PayPal to make a final decision at its full and sole discretion on any problem raised by a buyer in respect of any purchase paid for using PayPal. The final decision may result in PayPal reimbursing the buyer for the amount of the payment made through PayPal for the purchase (up to the full price of the purchase and (where applicable) original postage costs) and the Payment Recipient bearing liability to PayPal for that reimbursement.

PayPal Buyer Protection is neither a product warranty nor a service warranty. No guarantees are given.

If you are a Payment Recipient, your liability under PayPal Buyer Protection may be covered by the Seller Protection Programme (please see section 11 for more details). Sometimes we may be able (but shall not be obliged) to waive your liability for the

reimbursement for other reasons (at our full and sole discretion).

Whether you are the buyer or Payment Recipient, you acknowledge that the Services may be used as a method of payment for a wide and complex variety of types of purchases, both online and offline. Accordingly and notwithstanding anything otherwise in this Agreement, you agree that PayPal may (but shall not be obliged to) at any time and for any reason at its full and sole discretion and without liability:

a. make a final decision on any problem with a purchase raised by a buyer with a PayPal account registered anywhere in the world (whether under the PayPal Buyer Protection policy or User Agreement of the country of registration of that buyer's PayPal Account or otherwise) in favour of the buyer or the Payment Recipient. The final decision will always be communicated in writing (which may be by email). In the event that PayPal makes a final decision on the problem in favour of the buyer or Payment Recipient, each party must comply with PayPal's final decision; and

b. waive the terms and conditions of coverage under PayPal Buyer Protection (whether stated in this Agreement or otherwise, including, without limitation, the conditions of reimbursement at section 13.4) at any time and for any reason, for the purpose of facilitating the resolution of any problem raised by a buyer relating to a purchase paid for using PayPal. As a non-exhaustive guide, this may include allowing reimbursement for Disputes or Claims raised outside of the timeframes set out in section 13.5 for certain purchases (typically purchases agreed to be delivered or performed outside of the timeframe set out in section 13.5), where we have reason to believe that the buyer did not have a reasonable opportunity within that timeframe to determine that there was a problem with that purchase.

PayPal is not obliged to reimburse you for any costs that you incur to comply with any of PayPal's requests for cooperation for the purpose of resolving the problem (including, without limitation, costs that you incur to return a SNAD item to the Payment Recipient or another party as PayPal requests), although sometimes it may reimburse these costs.

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.

13.2 Is PayPal Buyer Protection right for me? *The outcome of any decision made by PayPal under PayPal Buyer Protection might not always be suitable for your particular needs and you should carefully read this section 13 and consider your options before using PayPal to resolve a problem. Please see below for a non-exhaustive list of ways of resolving your problem without involving PayPal.*

b. Resolve the problem directly with the Payment Recipient: *Before contacting PayPal about a problem, you should contact the Payment Recipient directly to resolve the problem in accordance with the Payment Recipient's return policy (if any) as stated on their eBay listing, website or other sales literature. If you do this:*

- *the conditions for reimbursement at section 13.4 will still apply (including, without limitation, the timeframe for raising a Dispute set out in section 13.5b). It is your responsibility to keep track of these deadlines; and*
- *there is a risk that the Payment Recipient may require you to take certain actions that could cause you to fail to meet the conditions for reimbursement at section 13.4 (for instance, if (whether as part of the Payment Recipient's return policy or otherwise) the Payment Recipient directs you (and you proceed) to post an item that you purchased to an address that does not correspond with our record of the Payment Recipient's address, we may determine that you have not posted the item back to the Payment Recipient in compliance with section 13.6).*

If you are a Payment Recipient, as you may be liable for any reimbursement made by PayPal to the buyer, you acknowledge that it is in your interests to resolve directly with the buyer any problem with a purchase paid for through PayPal.

- c. ***Your statutory/legal rights:*** *You may wish to contact the European Consumer Centre (ECC-Net) at http://ec.europa.eu/consumers/redress_cons for advice on your consumer rights and other legal rights (if you are a UK resident you can also contact the Citizens Advice Bureau by visiting <https://www.adviceguide.org.uk>).*
- d. ***Card chargeback rights:*** *You may pursue your chargeback rights with your card company or card issuer (if they apply), but if you do so at the same time as pursuing the resolution of your problem (whether through a Claim or Dispute) under PayPal Buyer Protection or if you seek a double recovery, PayPal may close your Dispute or Claim and/or hold you liable for the amount you have been reimbursed under PayPal Buyer Protection, and you will have to rely solely on your chargeback rights.*

If PayPal is contacted to resolve a problem, PayPal may require you to take an irreversible action to resolve the problem, which might make it no longer practicable in the circumstances for you to resolve the problem in another way. For example, PayPal may require you to return the item to the Payment Recipient under section 13.6.

13.3 What happens when PayPal makes a final decision in favour of the buyer...

If am a buyer? *If PayPal makes a final decision on your problem (including, without limitation, a Dispute or a Claim) in your favour, PayPal may (but shall not be obliged to) reimburse you for the amount of the payment made through PayPal for the purchase (up to the full price of the purchase and (where applicable) original postage costs). Please see section 13.4 (Conditions for reimbursement) for details of the conditions of reimbursement.*

If I am 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 or eBay fees associated with the transaction. In some cases (for instance, if you lose a SNAD Claim because the item you sold is counterfeit) you might not receive the item back from the buyer (for instance, it may be disposed of or otherwise irreversibly dealt with).

13.4 Conditions for reimbursement

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

e. **Your purchase is an eligible purchase.** *Purchases of most goods and services are eligible, except for purchases of the following :*

- i. *real estate (including, without limitation, residential property);*
- ii. *businesses (including, without limitation, any items or services forming part of a business or corporate acquisition);*
- iii. *vehicles (including, without limitation, motor vehicles, motorcycles, caravans, aircraft and boats);*
- iv. *custom made items;*
- v. *goods and services prohibited by the PayPal Acceptable Use Policy;*
- vi. *items that violate eBay's Prohibited or Restricted Items Policy;*
- vii. *industrial machinery used in manufacturing;*
- viii. *items equivalent to cash (including, without limitation, gift cards);*
- ix. *goods and services purchased using Zong, Website Payments Pro, Virtual Terminal or Personal Transaction payments;*
- x. *anything on eBay for which the listing does not contain a PayPal Buyer Protection message or an eBay Buyer Protection message (you can view this message in the listing after you complete your purchase by logging into your eBay account, going to "my eBay," then "won", and looking at the listing);*

and, unless you are purchasing as a registered UK resident user of PayPal:

- xi. *intangible items (including, without limitation, rights of access to digital content and other licences) ;*
- xii. *services; and*
- xiii. *travel tickets (including, without limitation, airline flight tickets).*

f. **You sent the payment for your purchase from your PayPal Account to the Payment Recipient's PayPal Account:**

through:

- a. *the eBay "Pay Now" button or the eBay invoice; or*
- b. *for purchases made outside of eBay: the Send Money tab applicable to payments for goods and/or services on the PayPal website or app, or the Payment Recipient's PayPal checkout flow (including, without limitation, the PayPal Location Based Payments Functionality, if used by the Payment Recipient); and*

- i. in one instalment only. Purchases paid for in multiple instalments – like a deposit followed by a final payment – are not eligible.
- g. **Your problem is either that:**
 - i. you did not receive your purchase– “Not Received” (“NR”); or
 - ii. your purchase is “Significantly Not as Described” (“SNAD”). Further information on what we mean by “SNAD” is set out in section 13.9.

If your problem is a transaction that you did not authorise (including, without limitation, a duplicate or incorrect payment when using the PayPal Location Based Payments Functionality), please see section 12 and visit the PayPal Security Centre at <https://www.paypal.co.uk/security>. You can report the problem via the PayPal Security Centre or [here](#).

- h. **You have followed the process** described in section 13.5 (How do I resolve my problem?).
- i. **PayPal has made a final decision** on your problem in your favour.

13.5 How do I resolve my problem?

- j. *Try to resolve your problem directly with the Payment Recipient*

*Use reasonable endeavours to resolve the problem directly with the Payment Recipient. If you are **still** unable to resolve the problem, go to the Online Resolution Centre and follow steps b, c and d.*

- k. ***Open a Dispute***

*Open a Dispute within **45 days (or, if you are claiming as a registered UK resident user of PayPal, 180 days)** of the date on which you made the payment for the purchase you would like to dispute. We may refuse to accept any Dispute that you open in relation to that purchase after the expiry of that period (please be aware of this if you agree a delivery time of an item or performance of a service with the Payment Recipient that falls after the expiry of that period).*

- l. ***Escalate the Dispute to a Claim***

*If you and the Payment Recipient 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 a purchase Not Received (NR), unless the Dispute is for 2,500 USD or more (or currency equivalent). To find the currency equivalent in any other currency (for example, GBP or Euro) at the time of transaction please log into your Account and use the “Currency Converter” tool located in your Account Overview.

If you do not escalate the Dispute to a Claim within 20 days, PayPal may close the Dispute and you will not be eligible for a payment under the terms of PayPal Buyer Protection.

In certain cases, PayPal may permit you 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 “Not Received” to “Significantly Not as Described”. Otherwise you may not edit or change a Claim after filing it.

m. Respond to PayPal’s requests in a timely manner

Once a Dispute has been escalated to a Claim, PayPal may make a final decision on your problem in favour of the buyer or the Payment Recipient. Before (and for the purpose of) making a final decision on your problem, PayPal may request your cooperation in resolving the problem under section 13.6.

13.6 Cooperating with PayPal to resolve the problem

Whether you are the buyer or the Payment Recipient, for the purpose of resolving the problem, PayPal may request and require you to (and you shall in a timely manner): (i) provide documentary evidence (at your own expense, unless PayPal agrees otherwise) to support your position (including, without limitation, receipts, third party evaluations and police reports); and (ii) take any other action that PayPal specifies. If you refuse to comply with PayPal’s requests, PayPal may make a final decision in favour of the other party.

As a non-exhaustive guide, PayPal may request and require:

- n. the buyer to post back to the Payment Recipient, to PayPal or to a third party (as PayPal may direct) an item that the buyer claims is SNAD and to provide Proof of Delivery (as 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.*
- o. the Payment Recipient to accept back the item sent to it by the buyer and refund the buyer the full purchase price plus original postage costs. If the Payment Recipient refuses to accept an item sent back to the Payment Recipient by the buyer at PayPal’s direction), PayPal may award the Claim in favour of the buyer, provided the buyer has provided satisfactory evidence to PayPal that the item was sent to the Payment Recipient at an address supplied to the buyer by PayPal during the Claim process.*
- p. the buyer to reasonably cooperate with PayPal to ensure the proper and safe disposal of an item and to provide evidence of its disposal.*
- q. the Payment Recipient to present evidence that the Payment Recipient delivered to/performed for the buyer the purchase as agreed with the buyer. If the Payment Recipient presents such evidence, PayPal may find in favour of the Payment Recipient even if the buyer claims to have not received the purchase.*

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

*You may also look to resolve a problem directly with the Payment Recipient by filing a dispute through the PayPal Online Resolution Centre. **To do so, you must file a Dispute in the PayPal Online Resolution Centre within 45 days (or, if you are claiming as a registered UK resident user, 180 days) of the date on which you sent the payment.** Once you have done so, you should attempt to resolve the Dispute directly with the Payment Recipient. If your payment is not eligible under PayPal Buyer Protection, PayPal is not obliged to make a decision on the Claim.*

13.8 PayPal POS Functionality

r. *If you use any PayPal POS Functionality (including the PayPal Location Based Payments Functionality) in person at a physical point of sale (for example, in store) to pay (or agree to be invoiced for a payment) from your PayPal Account for your purchase (such purchase being a “**POS Purchase**”), we recommend that you inspect the POS Purchase (or if your POS Purchase is not a tangible item, review the details and specification of the POS Purchase as provided by the Payment Recipient) in the presence of the Payment Recipient at the time and place of sale wherever possible, so that you can deal immediately and directly with the Payment Recipient if any issues arise with the POS Purchase.*

- s. *You may open a Dispute alleging that an item paid for as a POS Purchase is SNAD, only if:*
 - . *the item was not made available to you for inspection immediately before you took possession of it (for instance, you took physical possession of the item when it was in its original intact and non-re-sealable packaging); and*
 - a. *the item’s condition as SNAD only became apparent to you when you took possession of the item (for instance, you only discovered that the item was SNAD when opening the packaging for the first time at home).*
 - t. *You may open a Dispute alleging that an item paid for as a POS Purchase is (and we may treat your item as) NR, only if:*
 - . *you agreed in writing with the Payment Recipient to receive the item at a time and/or place other than the physical point of sale; and*
 - a. *the Payment Recipient did not make the item available to you as agreed.*

13.9 What is Significantly Not as Described (SNAD)?

u. *Your purchase is Significantly Not as Described if it is materially different from the last description of it that you received from the Payment Recipient before you paid for it (which, for exclusively online purchases, shall be taken to be the Payment Recipient’s description of the purchase in the relevant online listing) (“**Purchase Description**”). Here are some non-exhaustive examples:*

- . *You received a completely different item. For instance, you purchased a book and received a DVD or an empty box or the software that you received was not the software that was sold to you.*

- a. The condition of your purchase was misrepresented. For instance, the listing for an item said “new” and the item was used.
- b. Your purchase was advertised as authentic but is not authentic.
- c. Your purchase is missing major parts or features and the fact that these parts or features are missing was not disclosed in the listing.
- d. You purchased 3 items from a Payment Recipient but received only 2.
- e. Your purchase was damaged during postage.
- v. *Your purchase is not Significantly Not as Described (SNAD) if it is not materially different from the Purchase Description. Here are some non-exhaustive examples:*
 - . *The defect in your purchase was correctly described by the Payment Recipient.*
 - a. Your purchase was correctly described but you didn't want it after you received it.
 - b. Your purchase was correctly described but did not meet your expectations.
 - c. The item that you purchased has minor scratches and was listed as used condition.
 - d. An event you purchased tickets to was postponed.

13.10 Assumption of rights

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

13.11 No Double Recovery

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

13.12 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 may 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.”

11. 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:

*“**Reversal**” means a payment that you received which PayPal may reverse to the sender or another third party because the payment: (a) has been challenged by a buyer directly with their bank; and/or (b) has been removed from your Balance for any reason (other than a Chargeback or Claim pursuant to 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 authorised by the sender with the relevant third party in connection with a valid third party initiated payment authorisation (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. “*

12. 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 introducing the table containing 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 also 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 that the recipient pays 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.”

13. 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.

14. 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:

“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.”

15. 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

1. 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 read as follows (presented in context with the clause heading):

“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.

Transaction Information

When you use the PayPal Services to send money to someone else or request money from someone else, we ask you to provide information related to that transaction. This information includes the amount and type of the transaction (purchase of goods, purchase of services, or simple money transfer), other purchase details and the email address, Skype ID (if applicable) or phone number of the third party. Also, when you send money to another PayPal customer, you may be asked to provide personal details to that customer to complete the transaction. Those details may also be passed on to us from that customer. We retain this information for each of your transactions through the PayPal Services and may add this information to your account profile to be used for future transactions that you may make with us. We also collect the Internet address (IP address) and other identifying information about the computer or device you use to access your PayPal account or use the PayPal Services, in order to help detect possible instances of unauthorised transactions.”

2. 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.

...”

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

The main body of 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 (presented in context with the root clause):

“Disclosure to Third Parties other than PayPal Customers

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

...

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, or to whom we may consider disclosing your account information over the next six months 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>			
	<i>Attensity Europe GmbH</i>	<i>To provide customer services arising from customer contacts to PayPal on social media channels.</i>	<i>Information provided by the customer via social media channels which may include name, address, phone number, email addresses,</i>

		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.
<i>ePerformax Contact Centers & BPO (USA), Genpact International Inc. (USA)</i>	<i>To provide customer services regarding payments globally.</i>	<i>Name, address, phone number, email addresses, truncated and limited or full funding source information (case dependent), funding source expiration dates, type of PayPal account, proof of identity, account balance and transaction information, customer statements and reports, account correspondence, shipping information, and promotional information.</i>
<i>Credit Reference and Fraud Agencies</i>		
<i>LexisNexis, LexisNexis Risk Solutions UK Limited (UK)</i>	<i>To assist with customer authentication</i>	<i>Name, address and date of birth</i>
<i>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 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.</i>	<i>All account information and documents supplied by customers, to include information used to provide identity and address. This information may also include IP addresses.</i>
<i>MaxMind, Inc. (USA)</i>	<i>To detect fraud.</i>	<i>All account information and IP address, credit card information.</i>

	<p>Please note that data disclosed to this service provider may be:</p> <ul style="list-style-type: none"> • retained by it for audit and fraud prevention purposes; • used by it for the purpose of optimising its fraud detection services provided to PayPal and other third parties; and • transferred outside of the EU and on a global basis. 	
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.
Financial Products		
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.
Marketing and Public Relations		
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

		<i>merchant, behaviour on PayPal website.</i>
<i>Foule Access SAS (France)</i>	<i>To store merchants' contact information for marketing communications to those merchants.</i>	<i>Name of the merchant, name of the contact person, address, email address, phone number, merchant website URL.</i>
<i>Appnexus, Inc. (US), BlueKai, Inc. (US), Conversant GMBH (Germany), Google Ireland, Ltd. (Ireland), DoubleClick Europe Ltd (UK).</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>Criteo SA (France)</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 and emails delivered to users.</i>
<i>Linkedin Ireland Limited (Ireland)</i>	<i>To execute retargeting campaigns in order to deliver personalised advertising.</i>	<i>Encrypted e-mail address associated with PayPal users (without indicating account relationship).</i>
<i>Conversant Inc. (USA)</i>	<i>To execute and measure retargeting campaigns in order to identify visitors and redirect them through personalised advertising campaigns.</i>	<i>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.</i>
<i>StrikeAd UK Ltd. (UK), Ad-x Limited (UK)</i>	<i>To execute and measure retargeting campaigns in order to segment users for PayPal Here marketing campaigns.</i>	<i>Anonymous cookie ID and device ID to segment user groups for marketing purposes.</i>
<i>Fiksu, Inc. (US)</i>	<i>To execute and measure retargeting campaigns in order to segment users for marketing campaigns involving PayPal mobile applications.</i>	<i>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.</i>
<i>Nanigans, Inc. (US)</i>	<i>To execute retargeting campaigns in order to deliver personalised advertising.</i>	<i>Advertising ID associated with Apple iOS devices when a user installs an application, relaunches an application,</i>

		<i>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.</i>
<i>Facebook, Inc (USA), Facebook Ireland Limited (Ireland) and Twitter, Inc. (USA)</i>	<i>To show relevant advertisements to Facebook and Twitter users (as the case may be).</i>	<i>Encrypted e-mail address associated with PayPal users (without indicating account relationship).</i>
<i>Purepromoter Ltd t/a Pure360</i>	<i>To send service related and (depending on opt-in settings) promotional SMS messages to PayPal users.</i>	<i>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.</i>
<i>Operational services</i>		
<i>Kanzlei Dr. Seegers, Dr. Frankenheim & 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),</i>	<i>To collect debt.</i>	<i>Name, address, phone number, account number, date of birth, email address, account type, account status, last four digits of financial instruments account, sort code, account balance, details of account transactions and liabilities, name of funding source provider and copies of all correspondence in each case relating to amounts you owe (or another person owes) to us .</i>
<i>KSP Kanzlei Dr. Seegers (Germany), BFS Risk & Collection GmbH (Germany); HFG</i>	<i>To collect debt; to handle reporting to credit reference</i>	<i>Name, address, phone number, account number, date of birth, email address,</i>

<p><i>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).</i></p>	<p><i>agencies about defaulting customers.</i></p>	<p><i>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></p>
<p><i>Begbies Traynor Group plc (UK), Moore Stephens LLP (UK), Moore Stephens Ltd (UK), Moore Stephens International Ltd (UK), Moorhead James LLP (UK), Comas Srl (Italy), RBS RoeverBroennerSusat GmbH & Co. KG (Germany), LLC Elitaudit (Russia), National Recovery Service (Russia).</i></p>	<p><i>To investigate (including, without limitation, to carry out asset and/or site inspections and/or business evaluations) and/or collect (and/or assist with the collection of) debt from potentially and actually insolvent customers</i></p>	<p><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 and copies of all correspondence, in each case relating to amounts you owe (or another person owes) to us .</i></p>
<p><i>Hanseatische Inkasso-Treuhand GmbH (Germany)</i></p>	<p><i>To collect and manage debt, to support collections teams in case of insolvent customers</i></p>	<p><i>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</i></p>
<p><i>Zoot Deutschland GmbH (Germany), Zoot Enterprises Limited (UK)</i></p>	<p><i>To process technical applications and to provide a data and document gateway for account review and</i></p>	<p><i>All account information and documents supplied by customers such as proofs of identity and address</i></p>

	<i>vetting purposes, and to exchange user information to contracted fraud and credit reference agencies.</i>	
<i>Interxion Datacenters B.V.</i>	<i>To provide data centre operations support for the Bill Safe credit product.</i>	<i>All relevant account information and transaction information (as appropriate).</i>

4. Other changes

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