Cryptocurrency Terms and Conditions

Last updated on January 18, 2027

BEFORE YOU START: BUYING AND SELLING CRYPTO ASSETS IS INHERENTLY RISKY

CRYPTO ASSETS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC) OR ANY OTHER PUBLIC OR PRIVATE INSURER, INCLUDING AGAINST CYBER THEFT OR THEFT BY OTHER MEANS.

CRYPTOCURRENCY ACTIVITY IS NOT A REGULATED ACTIVITY IN MANY U.S. STATES AND TERRITORIES. THE VALUE OF CRYPTO ASSETS CAN BE EXTREMELY VOLATILE AND UNPREDICTABLE, WHICH CAN RESULT IN SIGNIFICANT LOSSES IN A SHORT TIME, INCLUDING POSSIBLY A LOSS OF TOTAL VALUE.

THE PRICE AND LIQUIDITY OF CRYPTO ASSETS HAS BEEN SUBJECT TO LARGE FLUCTUATIONS IN THE PAST AND MAY BE SUBJECT TO LARGE FLUCTUATIONS IN THE FUTURE.

BUYING AND SELLING CRYPTO ASSETS IS INHERENTLY RISKY, AND YOU SHOULD CONSIDER THE RISKS BEFORE DECIDING TO BUY OR SELL CRYPTO ASSETS, INCLUDING THOSE PROVIDED IN OUR **RISK DISCLOSURES** AND SECTIONS BELOW. IF YOU HAVE QUESTIONS OR CONCERNS REGARDING YOUR CRYPTO ACCOUNT, YOUR CRYPTO ASSETS, OUR SERVICE PROVIDER(S), OR RELATED TRANSACTIONS OR CRYPTO ACCOUNT ACTIVITY, PLEASE CONTACT **PAYPAL DIGITAL CUSTOMER SUPPORT**.

These cryptocurrency terms and conditions ("Terms") are between you and PayPal Digital, Inc., a New York Limited Purpose Trust Company doing business as PayPal Digital and Venmo Digital ("PayPal Digital") and govern your establishment and use of a PayPal Digital cryptocurrency account ("Crypto Account").

Please note that if you previously used a PayPal or Venmo account to establish a "Cryptocurrencies Hub" through PayPal, Inc., these Terms supersede the PayPal, Inc. ("PayPal") Cryptocurrency Terms and Conditions and the Venmo Cryptocurrency Terms and Conditions you previously agreed to. Your "Cryptocurrencies Hub" as previously defined under those terms is now a "Crypto Account" with PayPal Digital and is subject to these Terms. If you are an individual, you must be a resident of the United States or one of its territories and at least 18 years old, or the age of majority in your state or territory of residence to open and use a Crypto Account. If you are a business, the business must be organized in, operating in, or a resident of, the United States or one of its territories to open and use a Crypto Account.

By opening and using a Crypto Account, you agree to comply with these Terms. These Terms include an agreement to resolve most disputes by arbitration on an individual basis, a class action waiver, and a jury trial waiver. In arbitration, there is less discovery and appellate review than in court.

These Terms also incorporate all terms and conditions that apply to your Linked Account (as defined below). For PayPal Linked Accounts, see **here**. For Venmo Linked Accounts, see **here**.

For customers that access a Crypto Account through PayPal:

- You agree that any references to "PayPal" in the **PayPal Electronic Communications Delivery Policy** shall be read to include PayPal Digital and that your Crypto Account shall be deemed an "Account" under such terms for purposes of receiving electronic communications.

For customers that access a Crypto Account through Venmo:

- You agree that any references to "Venmo" or "PayPal" in the Venmo **Consent to Receive Electronic Disclosures** shall be read to include PayPal Digital and that your Crypto Account shall be deemed an "Account" under such terms for purposes of receiving electronic communications.

PayPal Digital, a PayPal affiliate, provides services for your crypto assets and accounts. Your personal information is handled in accordance with the PayPal and/or Venmo Privacy Statement, as applicable.

Any breach of the terms governing your Linked Account will constitute a breach of these Terms, and any breach of these Terms will likewise constitute a breach of the terms of your Linked Account.

We may revise these Terms and any other PayPal Digital agreements, terms, conditions, and policies from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will provide you at least 21 days' advance notice, or such longer period as required by law.

PayPal Digital supports certain digital assets ("Crypto Assets") that you may buy, sell, transfer, and hold using your Crypto Account. By continuing to use our services, including by maintaining a Crypto Account after any change to these Terms or any other applicable terms, agreements, or policies, you agree to abide and be bound by those changes. If you do not agree with any changes to these Terms, you must sell or transfer your Crypto Assets and close your account. If there is a hold on your account you may be able to sell, but not transfer, your Crypto Assets. Please note that there may be **tax consequences** when you sell, and in certain situations when you transfer or receive Crypto Assets.

PayPal Digital Customer Support

If your Crypto Account is linked to a PayPal account:

Visit the **PayPal Help Center** or call (888) 221-1161. You can also write to PayPal Digital, Attn: Crypto Support, P.O. Box 45950, Omaha, NE 68145-0950

If your Crypto Account is linked to a Venmo account:

Visit the **Venmo Help Center** or call (855) 812-4430. You can also write to Venmo Digital, Attn: Crypto Support, P.O. Box 45950, Omaha, NE 68145-0950.

Opening a Crypto Account

If you open a Crypto Account, you will be able to hold Crypto Assets , and buy, sell, receive, and send Crypto Assets, among other features. Some custody, trading, and transfer services for Crypto Assets are performed for us by Paxos Trust Company, N.A., ("Paxos") or other appropriately licensed or otherwise authorized service provider (each, including Paxos, a "Service Provider").

There are two types of Crypto Accounts: a consumer Crypto Account ("Consumer Crypto Account") and a business Crypto Account ("Business Crypto Account"), which are both governed by these Terms. If you establish a Business Crypto Account, you certify that you will use it primarily for a business or commercial purpose.

You can only open and maintain a Consumer Crypto Account if you have either a personal PayPal account and PayPal Balance account in good standing or a Venmo personal account in good standing. You can only open and maintain a Business Crypto Account if you have a PayPal business account in good standing. The PayPal account, PayPal Balance account, and Venmo account are offered by PayPal, not PayPal Digital. Your Consumer Crypto Account will automatically be linked to either your personal PayPal account or your Venmo account, depending on the application or website you used to establish your Crypto Account. Your Business Crypto Account will be linked to your PayPal business account. The login credentials for the PayPal or Venmo account linked to your Crypto Account (your "Linked Account") act as the credentials to access your Crypto Account.

For avoidance of doubt, Crypto Accounts cannot be opened or maintained or linked to Venmo business profiles, Venmo business accounts, Venmo organization accounts, Venmo teen accounts, or Venmo charity profiles.

Before you can open a Crypto Account, we must verify or have previously verified the required identifying information that you provide to us. The **required identifying information is**:

- For a Consumer Crypto Account: name, physical address, date of birth, and taxpayer identification number.
- For a Business Crypto Account: business name, business address, taxpayer identification number, identifying information on beneficial owners, federal tax classification, and proof of business existence.

We may require additional information from you from time to time in order to verify the required identifying information, such as a copy of your government issued photo ID or evidence of your residency, like a utility bill. For some uses of your Crypto Account we may request that you provide a picture of your face or other biometric information for identity verification purposes. If required, we will offer you an alternative to providing biometric information.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your Crypto Account and the PayPal Digital services. You agree to keep your physical address, mailing address, email address and other personal information current in your Crypto Account profile.

By seeking to open a Crypto Account, you consent to PayPal sharing any required identifying information it has previously collected from you with PayPal Digital, along with any additional information PayPal has previously requested from you to verify the required identifying information. To the extent you provide updated information to PayPal, you consent to PayPal sharing that information with PayPal Digital.

Closing Your Crypto Account

You may close your Crypto Account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your Crypto Account even after your account is closed.

To close your Crypto Account, you may be required to close your Linked Account. Closing your Linked Account will automatically close your Crypto Account.

You must **sell** or **transfer** any Crypto Assets in your Crypto Account before closing it. There may be **tax consequences** in connection with sales and/or transfers of your Crypto Assets.

In certain cases, you may not close your Crypto Account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your Crypto Account or Linked Account has a negative balance, or is subject to a hold, limitation or reserve

Available Features of the Crypto Account

As described in more detail below, you may use your Crypto Account to:

- Buy Crypto Assets in single or recurring transactions;
- Hold Crypto Assets;

- Sell Crypto Assets, including, if your Linked Account is a personal PayPal account, to use the proceeds to pay for purchases using your PayPal account;
- Convert between PYUSD and another Crypto Asset (for Consumer Crypto Accounts);
- Send Crypto Assets;
- Receive Crypto Assets; and
- View market information and educational content.

Some or all features of the Crypto Account may not be available in some U.S. locations. Features may vary depending on your Linked Account type.

Supported Crypto Assets

The list of Crypto Assets supported by PayPal Digital at any given time can be found in your Crypto Account. You cannot use your Crypto Account to hold any digital assets other than the supported Crypto Assets.

You should not attempt to use your Crypto Account to hold, receive or request any digital assets other than the Crypto Assets supported by PayPal Digital. If you attempt to receive or hold digital assets in your Crypto Account that are not supported by PayPal Digital, or someone attempts to send such unsupported digital assets to you (including via an airdrop), they will be permanently lost.

PAYPAL DIGITAL IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES OR DAMAGES WHICH MAY OCCUR AS A RESULT OF ANY ATTEMPT TO USE THE CRYPTO ACCOUNT WITH ANY DIGITAL ASSET THAT PAYPAL DIGITAL DOES NOT SUPPORT.

PYUSD Stablecoin

One of the Crypto Assets that PayPal Digital supports is PayPal USD ("PYUSD"), a U.S. dollar denominated stablecoin. PYUSD is issued by Paxos, not PayPal Digital or any other PayPal affiliate, on each of the Ethereum, Solana, Arbitrum and Stellar cryptocurrency networks (each a "PYUSD Supported Blockchain") and is subject to the Paxos **US Dollar-Backed Stablecoin Terms and Conditions** (the "Paxos Terms"). You should read the Paxos Terms carefully. By purchasing, receiving, or holding PYUSD, you are agreeing to the Paxos Terms.

The Paxos Terms contain important information about your use of PYUSD, including Paxos's obligation to ensure that PYUSD is fully backed by an equivalent amount of U.S. dollar bank deposits, U.S. Treasuries guaranteed by the full faith and credit of the United States Government, and U.S. Treasury reverse repurchase agreements held in custody by Paxos for the benefit of PYUSD holders. The reserve assets that back PYUSD will not include money-market funds. Paxos may hold such assets in a manner that generates interest and other earnings, in which case, you agree that Paxos may share with PayPal

Digital the amount of any such interest and earnings attributable or allocable to assets backing your PYUSD. You are not entitled to any interest or other earnings that may be generated on the assets backing your PYUSD.

PYUSD is different than other Crypto Assets. Regardless of the price of PYUSD in the market, if PayPal Digital buys your PYUSD token in your Crypto Account, the price will be $1.00 U.S. dollar per token. When you buy or sell PYUSD in your Crypto Account, PayPal Digital will satisfy your order by buying PYUSD from or selling PYUSD to Paxos, the issuer of PYUSD. Paxos is obligated to buy and sell PYUSD to and from PayPal Digital at a stable price of $1.00 U.S. dollar per PYUSD token.

You may also redeem PYUSD directly with Paxos for a price of $1.00 U.S. dollar, subject to the Paxos Terms. You should review the Paxos Terms carefully to understand your rights to redeem your PYUSD with Paxos.

PayPal Digital may stop supporting PYUSD at any time. PayPal Digital may, but is not obligated to, provide you notice prior to terminating support of PYUSD as a Crypto Asset. If PayPal Digital ceases to support PYUSD, you may be required to sell or transfer your PYUSD to an external digital asset wallet.

PayPal Digital does not guarantee Paxos's performance or obligations. Please read the **RISK DISCLOSURES** for more information.

Holding Crypto Assets in your Crypto Account

Any balance in your Crypto Account represents your ownership of the amount of each type of Crypto Asset shown. PayPal Digital combines your Crypto Asset balance with the Crypto Asset balances of other PayPal Digital accountholders and holds those Crypto Assets as your agent in one or more omnibus accounts, directly or with a Service Provider. We keep a record of your interest in any omnibus account based on the amount of each type of Crypto Asset that is reflected in your balance. You do not own any specific, identifiable, Crypto Asset. Any PYUSD balance reflected in your Crypto Account will not indicate a particular blockchain and may be issued by Paxos in its sole discretion on any PYUSD Supported Blockchain. These Crypto Assets are held apart from PayPal Digital's corporate assets and PayPal Digital will not use these assets for its operating expenses or any other corporate or business purposes, nor will it voluntarily make these Crypto Assets available to its creditors in the event of bankruptcy.

When you view your Crypto Account balance, we will show you the amount of each type of Crypto Asset you own, as well as a U.S. dollar equivalent value of those Crypto Assets. The price of Crypto Assets generally may rise and fall over time, and the price may sometimes change quickly and dramatically. So, even if the number of each type of Crypto Assets you hold remains the same, the U.S. dollar equivalent value will change as the market price of each Crypto Asset fluctuates. The U.S. dollar value we display is an estimate based on market data from a Service Provider. The value we show is the midpoint between the lowest recent sale price at which the applicable cryptocurrency was offered for sale and the highest recent price at which that same cryptocurrency was purchased, as reported by a Service Provider. This estimate does not represent the value you will receive if you actually sell your Crypto Assets or the price you will pay to buy more Crypto Assets and does not include our spread or fees.

PYUSD rewards program

PYUSD IS NOT LEGAL TENDER. YOUR CRYPTO ACCOUNT IS NOT A DEPOSIT ACCOUNT AND YOUR PYUSD HOLDINGS ARE NOT DEPOSITS. PYUSD REWARDS ARE NOT INTENDED TO CONSTITUTE A SECURITIES OFFERING AND PARTICIPATION IN THE REWARDS PROGRAM IS NOT AN INVESTMENT IN A SECURITIES OFFERING.

Eligibility

- You may be offered the opportunity to elect to participate in the PYUSD rewards program ("PYUSD Rewards Program") to earn rewards of PYUSD based on the amount of PYUSD held in your Crypto Account and/or such other criteria as may be established from time to time ("PYUSD Rewards"). You may only elect to participate in PYUSD Rewards if you are offered the opportunity to do so and are "eligible", which means you have a Crypto Account and there is not a negative balance or any holds, limitations or restrictions on your Crypto Account, Linked Account, or any other account you have with PayPal or its affiliates.

While you participate in the PYUSD Rewards Program, you will accrue PYUSD Rewards calculated as described below, as long as you hold at least 1.0 PYUSD in your eligible Crypto Account. If at any time you hold less than 1.0 PYUSD, you will not continue to accrue PYUSD Rewards. Accrued rewards will typically be credited into your Crypto Account at the beginning of each month, but will, at the latest, be credited within thirty (30) calendar days after the start of the next calendar month as long as you remain eligible at the time of crediting. If you are not eligible at the time of crediting, your accrued PYUSD Rewards will not be credited to your Crypto Account, and your accrued PYUSD Rewards will be retained until the next scheduled settlement date when you are eligible.

You will not earn PYUSD Rewards on amounts of PYUSD Rewards that have accrued but have not yet been credited to your Crypto Account. You can opt-out of the PYUSD Rewards Program at any time, in which case, you will stop accruing PYUSD Rewards, and any previously accrued amounts will be credited to your Crypto Account on the next scheduled payment date in which you are eligible.

If you close your Crypto Account, you will forfeit any accrued PYUSD Rewards that have not yet been credited to your Crypto Account.

Benefits you receive through the payout of PYUSD Rewards may qualify as reportable and taxable income to you under applicable law. You may be asked to provide certain identifying information (for example, your Social Security Number or Taxpayer Identification Number) for tax purposes. You are solely responsible for any tax liability incurred in connection with your participation in the PYUSD Rewards Program.

Calculation of PYUSD Rewards

PYUSD Rewards are accrued on a daily basis in the form of PYUSD at the then current "PYUSD Rewards Rate", which is an annual rate of rewards earned on PYUSD held in your Crypto Account (as long as you hold at least 1.0 PYUSD) and is non-compounding. To calculate your PYUSD Rewards, a daily periodic rate (the PYUSD Rewards Rate divided by 365) is applied to the average balance of PYUSD you hold during each day of the month. PYUSD Rewards will begin to accrue on PYUSD the same day as such PYUSD is reflected in your Crypto Account. PYUSD Rewards are rounded down to the nearest sixth decimal place, though in most places in the Crypto Account, we will display your PYUSD amount rounded to two decimal places.

Pending PYUSD Rewards

In your Crypto Account, your "Pending Rewards" will be displayed to you, which are the amount of PYUSD Rewards you have accrued as of the end of the prior calendar day that have not yet been credited to your Crypto Account.

Changes to the PYUSD Rewards Rate

The PYUSD Rewards Rate will be determined at all times in our sole discretion and is not guaranteed. We reserve the right to change the PYUSD Rewards Rate at any time by email notification and by other reasonable means of notice, and the effective date of that change will be the date specified in such notice. We may change the terms of the PYUSD Rewards Program, or terminate the PYUSD Rewards Program, or your participation in the PYUSD Rewards Program, at any time (i) upon notice to you or (ii) if the PYUSD Rewards Program is no longer available to you under applicable law.

Buying Crypto Assets

To purchase Crypto Assets, you must use an eligible balance, bank account, or debit card linked to your Linked Account. We do not currently allow use of a credit card or other credit products (including those offered by PayPal) to purchase Crypto Assets.

To buy Crypto Assets, PayPal Digital will first show you the amount of Crypto Assets you would receive in exchange for the amount of money that you wish to spend. Because the price of most Crypto Assets fluctuates, the price we provide will only be valid for a limited time. If the price we provided expires, you won't be able to complete your transaction at that price. If you still want to buy Crypto Assets, we will provide you with updated pricing information. The updated price you see may be much higher than a price that just expired. This is because most Crypto Assets are inherently volatile. The price of PYUSD, unlike other Crypto Assets, will remain fixed at $1.00 U.S. dollar per PYUSD token when bought from or sold to PayPal Digital with your Crypto Account. Please read the **RISK DISCLOSURES** for more information. Once you confirm your transaction, we will then execute and settle your purchase with our Service Provider.

Once you confirm your purchase, your transaction is not reversible. If we cannot complete your purchase for any reason, we will notify you. Once your transaction is complete, you will receive a receipt. You may also see your transaction history in your Linked Account.

Scheduling Recurring Buys of Crypto Assets

This service is available only for Consumer Crypto Accounts linked to a PayPal account.

You may use your eligible Consumer Crypto Account to set up a recurring buy order ("Recurring Buy"). When you create a Recurring Buy, you will be asked to select the Crypto Asset type, dollar amount, frequency, start date, and funding source(s) for the Recurring Buy. When you set up a Recurring Buy, you authorize the execution of the Recurring Buy against your designated funding source(s) in the U.S. dollar amount and at the frequency you specify during the setup process. The start date may be immediate or up to 30 days from when you set up your Recurring Buy. If you schedule a monthly Recurring Buy with a start date on the 29th, 30th, or 31st of the month, the Recurring Buy will occur on the last calendar day of shorter months, until canceled or paused. For example, if the start date for your first monthly Recurring Buy is March 31st, your next two Recurring Buys will occur on April 30th and May 31st. Otherwise, a monthly Recurring Buy occurs on the same date each month. For example, if the start date is March 15th for a monthly Recurring Buy, your next Recurring Buy will occur on April 15th.

To set up a Recurring Buy, you must designate an eligible bank account or debit card as a funding source. Once you have done so, you may then designate your PayPal Balance account as your primary funding source. If you do not have enough funds in your PayPal Balance account to cover the full amount of a given purchase, your designated bank account or debit card will be charged for the full amount of the purchase.

Each Recurring Buy of a Crypto Asset (other than PYUSD) includes a transaction fee and an exchange rate (including our spread). The exchange rate for each future Recurring Buy of a Crypto Asset (other than PYUSD) will be based on the total U.S. dollar amount of all Recurring Buys that PayPal Digital executes that day for a given Crypto Asset divided by the total amount of the Crypto Asset purchased from a Service Provider in order to settle the Recurring Buys. When you create a Recurring Buy order, you may elect to make an initial purchase at that time. If you do so, the exchange rate shown will be for the first purchase only. The exchange rate for subsequent purchases of Crypto Assets, or for an initial purchase in a Recurring Buy you scheduled with a future start date, may vary significantly and will not be displayed at the time the Recurring Buy is created. You will be provided a receipt that shows the exchange rate at which each subsequent Recurring Buy was completed. That information is also accessible via your Crypto Account.

You can modify, pause, or cancel any scheduled Recurring Buy through your Crypto Account at any time up to **11:59 p.m. EST on the day prior to the day of the scheduled Recurring Buy date** in the "manage your recurring buy" section. If you instruct us to stop a Recurring Buy from your Crypto Account by 11:59 p.m. EST on the day prior to the day of the scheduled Recurring Buy and we do not do so, we will be liable for your losses or damages caused by our failure to stop payment.

It is important that you regularly check the setup of your Recurring Buys including the frequency, the type, and dollar amount of Crypto Assets that you wish to buy, your funding sources, and whether Recurring Buys remain appropriate for you in light of any changes in your circumstances or the value of Crypto Assets.

Business Crypto Accounts Auto Transfers

If you have a Business Crypto Account, you may choose to convert a specified percentage of your end-of-day USD balance in your Business Account into PYUSD ("PYUSD auto transfers"). If you choose to enable PYUSD auto transfers, you authorize the execution of the PYUSD auto transfer against your Business Account balance in the percentage specified during the setup process and at a frequency of your choosing (either daily, twice a week, weekly, twice a month, or monthly).The USD debited from your Business Account balance will be converted to PYUSD at the rate of 1 USD to 1 PYUSD.

You may change or cancel the percentage allocated to PYUSD auto transfers at any time. You may also change the frequency of your PYUSD auto transfers at any time.

You will be provided a receipt that shows the conversion of your funds into PYUSD at the frequency of your choosing for all Business Account PYUSD auto transfers. That information is also accessible via your Business Crypto Account.

Actions We May Take for Insufficient Payment for Crypto Assets

When you buy Crypto Assets, you agree that you have enough available funds in your selected funding source to complete your purchase. If we are not able to collect the required funds to complete your purchase from your selected funding source, you authorize us and PayPal to:

- stop your purchase so that you are not able to buy Crypto Assets in that transaction,
- charge the backup payment method or other payment method linked to your Linked Account,
- debit any other balance you hold in your Linked Account, up to the amount that is owed,
- remove the Crypto Assets from your Crypto Account for which payment was not received and liquidate those Crypto Assets (and retain the proceeds of any such liquidation up to the amount that is owed),
- liquidate any other Crypto Assets in your Crypto Account and debit the proceeds up to the amount that is owed,
- cancel future scheduled Recurring Buys; and/or
- take any other action that we deem necessary to collect payment for your transaction, as allowed or required by relevant laws and regulations.

Please note that there may be tax consequences from any gain or loss you incur if your Crypto Assets are liquidated. Should any additional proceeds from the liquidation of Crypto Assets covered by this section remain after amounts owed have been deducted, these additional proceeds will be returned to your Linked Account as fiat currency.

In the event that a payment for Crypto Assets is insufficient due to a failed or incomplete bank transfer, you authorize a subsequent attempt to collect the funds from your designated bank account if the initial transfer is rejected for any reason. Such subsequent collection may still occur even if Crypto Assts have otherwise been liquidated or balances debited to satisfy amounts due, to the extent any outstanding obligations remain.

Selling Crypto Assets

When you use your Crypto Account to sell your Crypto Assets, you may choose to receive the proceeds of such sale:

- in US dollars that will be delivered into your Linked Account, or
- for sales of Crypto Assets other than PYUSD, in PYUSD that will be delivered into your PayPal Consumer Crypto Account. To sell Crypto Assets to PYUSD, the "Converting Crypto Assets" terms below will apply as if the transaction were a conversion from another Crypto Asset to PYUSD. Please note this option is not available for Business Crypto Accounts or Venmo Crypto Accounts.

The timing of transfers of proceeds may be affected by any **holds or limitations** we place on your Crypto Account or any holds, limitations, or reserves that have been placed on your Linked Account, including specific holds or limitations with respect to the proceeds of the sale of your Crypto Assets. Any holds, limitations or reserves on your Linked Account will also apply to proceeds from Crypto Assets sold in a conversion and/or the proceeds of Crypto Assets sold in a Send to Sell Transaction.

To sell Crypto Assets, you will first be shown the amount of money (or PYUSD) for which the Crypto Assets would be sold. Because the price of most Crypto Assets fluctuates, the price shown will only be valid for a limited time. If the price provided expires, you won't be able to complete your transaction at that price. If you still want to sell your Crypto Assets, you will be provided with updated pricing information. The updated price you see may be much lower than a price that just expired. This is because most Crypto Assets are inherently volatile. The price of PYUSD, unlike other Crypto Assets, will remain fixed at $1.00 U.S. dollar per PYUSD token when bought from or sold to PayPal Digital through your Crypto Account. Please read the **RISK DISCLOSURES** for more information. Once you confirm your transaction, we will execute and settle your sale with our Service Provider.

Once you confirm your sale, your transaction is not reversible. If we cannot complete your sale for any reason, we will notify you. Once your transaction is complete, you will receive a receipt via email. You may also see your transaction history in your Linked Account.

Converting Crypto Assets

If you are using a PayPal Consumer Crypto Account, you may convert PYUSD to a different Crypto Asset, or convert a different Crypto Asset to PYUSD. At this time, you may not convert a Crypto Asset for another Crypto Asset unless one of those Crypto Assets is PYUSD.

When you do a conversion:

First, your Crypto Asset is sold for U.S. dollars. All of the provisions of these Terms that apply to direct sales of your Crypto Assets also apply to the sale of Crypto Assets in connection with a conversion, including that the price you will see for converting your Crypto Assets will only be valid for a limited time. The U.S. dollar proceeds from this sale will be delivered into your Linked Account.

Second, the amount delivered into your Linked Account will be used to fund the purchase of your selected Crypto Asset (provided that either the purchased or sold Crypto Asset must be PYUSD). All of the provisions of these Terms that apply to direct purchases of Crypto Assets also apply to the purchase of Crypto Assets in connection with a conversion. **If the Crypto Assets are sold in the first leg of the transaction and the subsequent purchase does not occur, the U.S. dollar proceeds of the sale will remain in your Linked Account.**

Once you confirm your conversion, your transaction is not reversible. If we cannot complete your conversion for any reason, we will notify you. Once your transaction is complete, we will email you a receipt. You may receive two receipts in connection with a conversion transaction, one for the sale leg and a second for the purchase leg. You can also view your transaction history in your Linked Account. Your conversion will appear as two separate transactions, a sale and purchase, in your transaction history, monthly statement, and year-end tax documents.

You will be charged a fee when you convert Crypto Assets, which may be different than the fee you would pay for a sale and subsequent purchase transaction. Information on fees for purchases, sales, and conversions can be found on the **PayPal Fees** page or **Venmo Fees** page, as applicable depending on your Linked Account type. The fee for your conversion will be deducted from the amount of PYUSD or other Crypto Asset you wish to sell for the conversion. The fee will be deducted from the proceeds of the sale and will be reflected as such in your transaction history, monthly statement, and year-end tax documents.

Remember that sales of Crypto Assets, including to convert from PYUSD to a different Crypto Asset or convert a Crypto Asset to PYUSD, may have **tax consequences.**

Selling Crypto Assets in Connection with Other PayPal Transactions

For some U.S. dollar-denominated transactions effected by PayPal (including Xoom transactions) you may be able to select Crypto Assets in your Crypto Account as a funding source. When that option is available, your eligible Crypto Asset types will appear, along with other eligible means of payment linked to your PayPal account, as funding options. When you use your Crypto Assets as a funding source, you will be asked to sell your Crypto Assets and apply the U.S. dollar proceeds to fund the transaction.

If you select your Crypto Assets as a funding source, in the first leg of the transaction, PayPal will instruct PayPal Digital to sell your selected Crypto Assets for U.S. dollars in the amount of your transaction as disclosed to you at the time you select Crypto Assets as a funding source. All of the provisions of these Terms that apply to direct sales of your Crypto Assets will apply, including that the price you will see for selling your Crypto Assets will only be valid for a limited time. The proceeds from this sale will be delivered into your PayPal Balance account.

Second, the U.S. dollar amount delivered into your PayPal Balance account will be used by PayPal to fund the second leg of the transaction. **If you sell Crypto Assets, but the second leg of the transaction is not completed for any reason, the U.S. dollar proceeds of the sale will remain in your PayPal Balance account.**

There may be additional fees charged by PayPal and associated with the underlying PayPal transaction funded by Crypto Assets, which fees will be disclosed to you, in addition to the fees charged to sell Crypto Assets. If the second leg of the transaction is refunded, that refund will generally be provided in U.S. dollars, and in all cases will be provided in cash, not cryptocurrency. Cash refunds will be added to your PayPal Balance account balance.

Sending Crypto Assets

You can use your Crypto Account to send Crypto Assets to another digital asset wallet you control or to someone you know. **Providing the incorrect recipient information (for example, destination wallet address, name, username, phone number, or email address) will result in your Crypto Assets not being delivered to your intended recipient and being irretrievably lost. You are solely responsible for providing correct transaction details, including recipient information, to PayPal Digital. PayPal Digital and its affiliates are not responsible or liable for any losses you may incur as a result of you providing incorrect transaction details.**

There are two types of send transactions:

- ***Internal Transfer:*** A transfer to another Crypto Account (not currently available for Business Crypto Accounts).
- ***External Transfer:*** A transfer to a digital wallet outside of PayPal Digital.

Internal Transfers

If you are using a Consumer Crypto Account, you can send Crypto Assets to the Crypto Account of a third party such as a friend or family member. If the person to whom you are sending Crypto Assets does not already have a Crypto Account, they can claim their Crypto Assets by opening a Crypto Account. If they don't claim their Crypto Assets within 30 days, the Crypto Assets will be returned to you. You should carefully verify that you are providing the correct recipient information to PayPal Digital.

External Transfers

You can send Crypto Assets to an external digital asset wallet that you own and control, or to an external digital asset wallet owned and controlled by another person, such as a friend or family member. In order to send Crypto Assets outside of PayPal Digital, you will need to provide the external wallet address where you want to send the Crypto Assets.

You should carefully verify that you have provided the correct destination wallet information to PayPal Digital prior to submitting your external transfer.

You will also need to use a destination wallet address for the type of Crypto Asset being sent. There are different wallet addresses for each type of Crypto Asset. For example, if you are sending Bitcoin, you must use a destination wallet address designated for Bitcoin—you cannot use a destination wallet address designated for Bitcoin Cash, Ethereum or any other Crypto Asset. Further, if you are sending PYUSD, you must (1) select the PYUSD Supported Blockchain that you wish to utilize and (2) use a destination wallet address designated for that PYUSD Supported Blockchain. Note that the PYUSD Supported Blockchain used for sending need not be the same as that used to previously receive any of your PYUSD. **Using the wrong destination wallet address type will result in the transmitted Crypto Asset being irretrievably lost. PayPal Digital and its affiliates are not responsible for losses or other damages resulting from the use of the wrong destination wallet address type.**

Once you submit your transfer, the transfer will remain unconfirmed and pending until the cryptocurrency network confirms the transfer. If your transaction is not submitted to the cryptocurrency network for confirmation, we will notify you. **Even when a transfer is unconfirmed and pending, the transfer is irreversible.** PayPal Digital does not own or control the cryptocurrency networks, and PayPal Digital makes no guarantee that an external Crypto Asset transfer will be confirmed by the network. At the time your transaction is reflected as "confirmed" by PayPal Digital, your recipient's wallet provider may still require additional confirmations by the cryptocurrency network before reflecting the transfer.

You will be charged a network fee in order to send Crypto Assets to an external digital wallet. If the amount of Crypto Assets in your Crypto Account is less than the applicable network fee, you will not be able to transfer your Crypto Assets. Information on network fees can be found in the **Information on Fees and Pricing** section below.

Restrictions on Sending Crypto Assets

To protect us, our affiliates and our users from loss, transfers of Crypto Assets may be delayed in certain situations, including if confirmation that you have authorized the transfer is needed.

Using Supported External Cryptocurrency Wallets

The use of External Cryptocurrency Wallets is not yet supported for Business Crypto Accounts. This section applies only if you are using a Consumer Crypto Account.

Buying and Sending to Supported External Cryptocurrency Wallets

When using a supported external cryptocurrency wallet ("Supported Wallet"), you may see a button that allows you to log into your Consumer Crypto Account to purchase Crypto Assets in that account and send cryptocurrencies to the Supported Wallet in a single transaction ("Buy and Send Transaction"). This feature is only available for Supported Wallets and for some Crypto Assets, which may not include all the Crypto Assets in your Consumer Crypto Account or in a Supported Wallet. The Supported Wallet will provide the wallet address to which PayPal Digital will send the purchased Crypto Assets. **You should carefully confirm that address. PayPal Digital and its affiliates are not responsible or liable for any losses you may incur if we receive incorrect wallet information, or for any other aspect of the performance of your Supported Wallet.**

Our terms for **Buying Crypto Assets** and **External Transfers** apply to these transactions, EXCEPT that if PayPal Digital is unable to submit your transfer to the cryptocurrency network due to issues with the cryptocurrency network, our ability to interface with our Service Provider(s), system downtime, timing out of the transaction or other similar technical reasons, we will reverse your Crypto Asset purchase and return the funds to you.

When you choose to purchase Crypto Assets to send in a single transaction to a Supported Wallet, you will also be required to purchase Crypto Assets to cover the Network Fee of the external transfer. You will also be charged a fee in U.S. dollars for each transaction. Please see the **Information on Fees and Pricing** section for more information on these fees.

Sending and Selling Out of Supported External Cryptocurrency Wallets

When using a Supported Wallet, you also may see a button that allows you to send Crypto Assets from the Supported Wallet to your Consumer Crypto Account and sell those Crypto Assets in a single transaction (a "Send and Sell Transaction"). This feature is not available for Consumer Crypto Accounts linked to a Venmo account. This feature is only available for Supported Wallets and for some Crypto Assets, which may not include all the Crypto Assets in your Consumer Crypto Account, or held in a Supported Wallet. If you engage in a Send and Sell Transaction through a Supported Wallet, once the Crypto Assets are received and sold via your Consumer Crypto Account, we will transfer the proceeds (less any fees) to your PayPal Balance account.

To initiate a Send and Sell Transaction, you must first navigate to the Supported Wallet where you hold the Crypto Assets that you would like to send to your Consumer Crypto Account and sell. Within your Supported Wallet, you will initiate a Send and Sell Transaction specifying the type and amount of Crypto Assets that you would like to send to your Consumer Crypto Account for sale. By selecting the PayPal button, you authorize us to provide a wallet address associated with your Consumer Crypto Account to the Supported Wallet as the destination for the transfer of the Crypto Assets. Your Supported Wallet is ultimately responsible for sending the Crypto Assets to the provided destination wallet address. You

represent and warrant that you own all right, title, and interest in and to the Crypto Assets and have the authority to sell them.

Once you select the PayPal button, you will be prompted to sign-in to your Consumer Crypto Account. We will display the amount of Crypto Assets you are selling, the address of the Supported Wallet from which you are transferring the Crypto Assets, the estimated delivery time, the estimated amount of transaction fees, and the estimated amount of proceeds that you will receive in your PayPal Balance account. The disclosed amount of proceeds that you will receive is an estimate and will not be the final amount of proceeds that you will receive in your PayPal Balance account from the sale of Crypto Assets from your third-party wallet. This is because Crypto Assets are inherently volatile, and we will not be able to sell the Crypto Assets until they are received in your Consumer Crypto Account and your sale is executed. Further, because fluctuations in the value of the Crypto Assets you are selling may affect the U.S. dollar value of the proceeds, those value fluctuations may also affect the amount of the sale fee you will be charged. In addition, when you choose to engage in a Send and Sell Transaction, your third-party wallet will deduct from your Crypto Assets the network fee to cover the external transfer. Please read the **RISK DISCLOSURES** for more information.

Once you confirm the transaction, we will execute your sale with our Service Provider after receiving the Crypto Assets from your Supported Wallet in your Consumer Crypto Account. Proceeds of the sale will be delivered to your PayPal Balance account, less any applicable fees and subject to any holds or limitations placed on your PayPal Balance account.

Our other terms for **Selling Crypto Assets** also apply to these transactions. Please see the **Information on Fees and Pricing** section for more information on applicable fees. You will be charged a fee in U.S. dollars for each transaction. See **here** for fees for this service.

We are not responsible for your Supported Wallet or its performance.

Receiving Crypto Assets

You can use your Crypto Account to receive Crypto Assets from an external digital asset wallet you control or that is owned by any other person you know. If you are using a Consumer Crypto Account, you may also receive Crypto Assets from another Consumer Crypto Account. You cannot access any Crypto Assets that PayPal Digital does not support. **If you attempt to receive any Crypto Assets that PayPal Digital does not support, they will be irretrievably lost and PayPal Digital is not responsible or liable to you for any losses or damages that arise.**

If you are using a Consumer Crypto Account, other Consumer Crypto Accounts can send you Crypto Assets using your username, phone number or email address. Internal transfers to and from Business Crypto Accounts are not currently supported. In order to receive Crypto Assets from an external digital asset wallet, the sender will need to use your wallet address for the type of Crypto Asset being sent to you. You have different wallet addresses for each type of Crypto Asset and different wallet addresses for PYUSD depending on the PYUSD Supported Blockchain you wish to utilize. You can get your wallet

address for each type of Crypto Asset from your Crypto Account. For example, if you are receiving Bitcoin, you must use the wallet address designated for Bitcoin—you cannot use the wallet address designated for Bitcoin Cash, Ethereum or any other Crypto Asset. Further, if you are receiving PYUSD, you must use the wallet address designated for the appropriate PYUSD Supported Blockchain that you wish to utilize. **Using the wrong wallet address will result in the transmitted Crypto Asset being irretrievably lost. PayPal Digital is not responsible for losses or other damages resulting from the use of the wrong wallet address.**

When you or another person sends Crypto Assets to your Crypto Account from an external cryptocurrency wallet, **the person sending the Crypto Assets is solely responsible for properly executing the transfer on the cryptocurrency network.** For example, the person sending the Crypto Assets must enter the correct destination wallet address and pay a sufficient network fee so that the transaction will be successfully recorded. If the sender does not pay a high enough network fee, the transfer may be delayed or may not be confirmed. PayPal Digital does not own or control the cryptocurrency network and will not treat a transfer of Crypto Assets as complete until the transfer is confirmed by the network. PayPal Digital cannot help you to address any delay or loss as the result of the sender paying an insufficient fee or the transfer otherwise not being confirmed by the network.

Crypto Assets sent to you will be reflected as unconfirmed and pending until the cryptocurrency's network can confirm and complete the transfer. Crypto Assets sent to you will be reviewed, including for risk holds, sanctions screening, and other compliance and risk considerations. Crypto Assets will not be credited to you until they pass risk and compliance review. Crypto Assets credited to your Crypto Account can still become subject to subsequent holds or claims, including holds that limit your ability to transfer or sell Crypto Assets.

Information on Fees and Pricing

By using your Crypto Account, you agree to pay all applicable exchange rates (including spread) and fees. You will be charged certain fees when you buy, sell, convert, and transfer Crypto Assets. For certain transactions, you may also be responsible for fees charged in connection with the use of a Linked Account. If you access your Crypto Account through a PayPal account, information on pricing and fees for Consumer Crypto Accounts can be found on the **PayPal Consumer Fees** page and the **PayPal Balance Long Form Disclosure**. If you have a Business Crypto Account, information on fees and pricing can be found on the **PayPal Merchant Fees** page.

If you access your Crypto Account through a Venmo account, information on pricing and fees can be found on the **Venmo Fees** page.

PayPal Digital **does not** charge a fee (but does charge a spread) to sell Crypto Assets when you Checkout with Crypto.

When you buy, sell, or convert Crypto Assets (other than when you buy or sell PYUSD in exchange for U.S. dollars), you will be charged a spread (or margin) between the market price we receive from our Service Provider and the price of the Crypto Assets displayed to you. This spread applies when you buy or sell Crypto Assets (other than PYUSD) in exchange for U.S. dollars or when you convert between PYUSD and another Crypto Asset. The amount that PayPal Digital makes and the exchange rate provided may be different than what you would pay on other cryptocurrency platforms.

At the time you buy, sell, or convert Crypto Assets, we will disclose to you the applicable exchange rate and the amount of fees that you will be charged for that transaction. The exchange rate will include an estimated spread of one percent (1.00%), provided, however, that the actual spread may be higher or lower based on market conditions. We will not separately calculate or disclose the spread on each transaction.

If you use a bank account or debit card linked to your Linked Account as a funding source to buy Crypto Assets, your bank may charge you its own fees, including overdraft fees or insufficient fund fees, if applicable. PayPal Digital and its affiliates are not responsible for any fees that may be charged to you by your bank.

Network Fees

When you transfer Crypto Assets to an external wallet address, you will be charged a fee that is designed to cover the cost of network fees. This fee will be disclosed to you before your transfer. Cryptocurrency networks need fees in order to process transfers of Crypto Assets that are broadcast to the network. These fees are often referred to as "network fees" or "gas fees." The amount of network fees required to process a transfer fluctuates constantly. **The fee you will be charged is an estimate of the fee the network will take to process your transfer. The fee that you will pay may be higher or lower than the actual fee paid to the network, based on market conditions.** If the actual network fee is higher, that amount is PayPal Digital's or its Service Provider's responsibility. If the actual network fee is lower, PayPal Digital or its Service Provider will retain the difference. PayPal Digital does not charge network fees for internal transfers between Crypto Accounts.

Reversals/Cancellations

Except for Recurring Buys as set forth below, you cannot reverse, cancel or change any Crypto Asset transaction once it has been authorized. You can pause or cancel your authorization of a Recurring Buy until 11:59 p.m. ET on the day prior to the execution date or the Recurring Buy. If your payment method has insufficient funds, you reverse the payment transaction, or we otherwise do not receive payment for your transaction, you authorize us, in our sole discretion, to take any of the **Actions We May Take for Insufficient Payment for Crypto Assets**.

We also reserve the right to not process, to cancel or, to the extent possible, to reverse a transaction, if (i) we believe that the transaction relates to any **Restricted Activities**, (ii) a hold, limitation or reserve

has been placed on your Crypto Account or Linked Account, (iii) your Crypto Account or Linked Account has been suspended, (iv) we believe the transaction involves money laundering, terrorist financing, fraud or any other type of crime, (v) in response to a subpoena, court order, or other government order or (vi) we believe, in our sole discretion, processing the transaction would expose PayPal Digital, our affiliates, our service providers, or other PayPal Digital users to excessive risk. In such instances, regardless of the reason we have blocked, cancelled or reversed your transaction and regardless of the reason we have lifted or reversed that restriction, we do not guarantee you will be able to reinitiate your transaction at the same price or on the same terms as the transaction that we did not process, or that was cancelled or reversed.

Risk Disclosures

While we will try to complete purchases, sales and transfers of Crypto Assets that you authorize and that comply with these Terms, we do not guarantee your ability to buy, sell, convert, or transfer Crypto Assets. Crypto Assets and their underlying cryptocurrency networks are complex developing technologies that may be subject to delays, halts or go offline as a result of errors, forks, attacks or other unforeseeable reasons. The cost, speed, and availability of transacting on cryptocurrency networks are subject to significant variability. Your ability to buy, sell, convert, or transfer Crypto Assets may be delayed or unavailable due to the availability of the Crypto Assets or funds from your funding source, issues with the relevant cryptocurrency network, our ability to interface with our service provider(s), a legally permitted delay by Paxos in the redemption, sale, or minting of PYUSD, system downtime, limitations or suspensions impacting your Linked Account, limitations or suspensions we impose on your Crypto Account in our sole discretion, for required safety, security, or legal reasons, or for other reasons outside our or any service provider's control. We are not liable to you if we, our affiliates, or our Service Provider are unable or delayed in executing or settling your transactions. If Paxos is unable or delayed in executing and settling PYUSD transactions for any reason, we reserve the right to defer or cancel your PYUSD order.

Your access to the Crypto Account or your ability to hold, buy, sell, convert, or transfer Crypto Assets, including the price for buying, selling, converting, and transferring can also change or be limited by extraordinary circumstances outside our control (for example, fire, flood, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, or extreme financial market conditions), which we either did not reasonably foresee or that happened despite our reasonable precautions ("Extraordinary Circumstances"). PayPal Digital will not be liable to you for limits, suspension, delay, or change to your Crypto Account or your inability to transact in Crypto Assets because of Extraordinary Circumstances, including any changes in the buy or sell price of Crypto Assets because of Extraordinary Circumstances.

PayPal Digital may buy and sell cryptocurrency through Service Providers acting as market makers providing liquidity ("Liquidity Provider"). A Liquidity Provider may in turn buy and sell cryptocurrency through an affiliated cryptocurrency exchange, provided, however, that (a) the Liquidity Provider

trading will always be designed to be revenue-neutral over the long term (i.e. the Liquidity Provider will not profit from these transactions as a whole), and (b) the Liquidity Provider will not use earlier or different access to information about exchange trading from what is available to other participants on the cryptocurrency exchange.

Cryptocurrency assets in a given address are controlled by the private key of the holder of the address. If the private key is compromised or lost, the cryptocurrency assets in that address may be stolen or lost and otherwise unrecoverable.

Crypto Assets, including PYUSD, are not insured by FDIC, SIPC or any other public or private insurer, including against cyber theft or theft by other means. Cryptocurrency activity is not a regulated activity in some U.S. states and territories. The value of most Crypto Assets can be extremely volatile and unpredictable, which can result in significant losses in a short time. **Buying and selling Crypto Assets is inherently risky**, and you should consider the risks before deciding to buy or sell Crypto Assets, including those provided in our **STATE DISCLOSURES** section below.

PYUSD is issued by Paxos. Please refer to the **Paxos Terms** for additional terms and conditions related to PYUSD, including how PYUSD is fully backed by an equivalent amount of U.S. dollar denominated bank deposits, U.S. Treasuries, and U.S. Treasury reverse repurchase agreements and how Paxos maintains custody of the assets backing PYUSD, and your ability to redeem PYUSD at a price of $ 1.00 U.S. dollar directly with Paxos. You can also access the U.S. dollar value of your PYUSD by selling the PYUSD to PayPal Digital at a price of $1.00 U.S. dollar per one PYUSD token, provided that we can concurrently sell or redeem that PYUSD with Paxos at the same price of $1.00 U.S. dollar per one PYUSD token. **PayPal Digital does not guarantee Paxos's performance or obligations.**

While PYUSD is designed not to fluctuate in value, the price of PYUSD may be higher or lower than $1.00 U.S. dollar on other exchanges.

Market Data & Educational Content

The educational information available through your Crypto Account is provided as general educational background. The information is not tailored to individual PayPal Digital users and therefore, is not provided based on your individual financial, investment, tax, legal or educational needs and circumstances. The information is not investment, financial, tax, legal or trading advice. The information may include content provided by third parties; we take no responsibility for third-party educational materials.

Within the Crypto Account you will also find information on the market price of the Crypto Assets based on the data shared with us by our Service Providers. The market price for Crypto Assets may be different on different marketplaces. The market data that we provide to you is from an external source that we believe to be reliable. However, we do not control the external sources or the data they provide, and we do not always independently verify that the information provided is complete and accurate. Therefore, we cannot and do not guarantee that the information is accurate, complete, timely, or suitable for use, and it may be inaccurate, incomplete or out of date. **You should verify all information that you**

receive before relying upon it, and we have no liability to you if you make decisions based on the market information that you receive from or through us.

All market data and educational content, including crypto price alerts, are provided "as-is" and without any representation or warranty, whether express, implied or statutory. PayPal Digital shall have no liability and specifically disclaims all warranties, express or implied, for any market data or educational content on the Crypto Account, or any use thereof.

No Investment or Tax Advice

Neither PayPal Digital nor our affiliates or any third parties on which PayPal Digital relies (including our Service Provider(s)) provide investment or tax advice to you. You are solely responsible for all decisions to buy, sell, convert, or transfer Crypto Assets through your Crypto Account, including understanding any tax obligations that you may incur. We do not manage your Crypto Account on your behalf. Our sole responsibility is to execute transactions and hold Crypto Assets on your behalf through our Service Provider(s), in all cases based on your instructions and these Terms.

While PayPal Digital may make certain educational content available, including crypto price alerts, it is provided for general background information only and is not specifically tailored to you and your individual needs and circumstances and should not be construed as a recommendation. You must determine if any particular purchase or sale of Crypto Assets is appropriate for you, based on your own investment objectives, financial circumstances and risk tolerance, and make your own, independent transaction decisions.

Crypto Asset Software Protocols and Forks

The technology that creates cryptocurrency, including your Crypto Assets, is typically governed by underlying software protocols that are open source, which means that anyone can use, copy, modify or distribute them. PayPal Digital does not currently own or control the underlying software protocols and these software protocols can change suddenly and unexpectedly in a way that has a significant impact on your Crypto Assets. Because we don't control this technology, PayPal Digital is not responsible for the operation of the underlying software protocols and cannot guarantee the continued functionality, security or availability of any Crypto Asset. Without assuming any responsibility, PayPal Digital, however, will only support those assets for which PayPal Digital has performed the necessary due diligence.

Software protocols governing a Crypto Asset can experience sudden changes in operating rules that are outside PayPal Digital's control, called "forks." A fork can have a material change on the operation, functionality, value or even name of a Crypto Asset. A fork may result in multiple versions of a Crypto Asset, and each version could have a very different, and possibly lower, value than your Crypto Asset before the fork.

PayPal Digital may or may not support the fork of a Crypto Asset, whether or not the forked Crypto Asset holds any value. In the event of a fork, PayPal Digital may temporarily suspend trading of Crypto

Assets in order to determine whether or not it will support any particular fork. In the event of a fork, PayPal Digital will evaluate the feasibility of supporting the fork and determine whether and to what extent any new assets resulting from the fork may be supported and/or allocated. This evaluation will take into account factors such as, but not limited to, the technical issues around supporting a fork, Service Provider dependencies, and legal and regulatory considerations.

If PayPal Digital supports the fork of a Crypto Asset, and the fork is followed by an airdrop of new cryptocurrency that is credited to your PayPal Digital account, your receipt of that cryptocurrency will generally be taxable.

You agree that PayPal Digital and its affiliates are not responsible or liable to you for any losses or damages, including lost profits, which may occur as the result of a change in the underlying software protocol of a Crypto Asset, PayPal Digital's determination to support or not support any particular fork or modified software. protocol, and any interruption of trading while PayPal Digital makes such determination. If PayPal Digital determines not to support a fork or modified software protocol, you may never get access to the assets governed by that fork or software protocol.

Transaction Limits

From time to time, we may, in our discretion, impose limits on the amount of Crypto Assets you can buy, sell (including to Checkout with Crypto), convert, or transfer, which may include limits on the cash value or number of transactions in which you can engage over particular periods of time. Standard transaction limits are as follows:

If your Linked Account is a PayPal account:

- Weekly purchase limit: $100,000.00 U.S. dollars
- Weekly send limit: Crypto Assets totaling the equivalent of $25,000.00 U.S. dollars
- Minimum Crypto Asset purchase amount: $1.00 U.S. dollar
- Minimum Crypto Asset sale amount: $1.00 U.S. dollar
- Minimum amount to convert between PYUSD and another Crypto Asset: $2.00 U.S. dollars
- Minimum “send” transfer amounts to another Crypto Account: Crypto Assets totaling the equivalent of $0.01 U.S. dollar
- Minimum “send” transfer amount to wallet addresses outside of PayPal Digital:
    - BCH: 0.01 BCH
    - BTC: 0.001 BTC

    - ETH: 0.01 ETH
    - LTC: 0.01 LTC
    - SOL: 0.01 SOL
    - LINK: 1 LINK
    - PYUSD (Ethereum): 10 PYUSD
    - PYUSD (Solana): 1 PYUSD
    - PYUSD (Arbitrum): 1 PYUSD
    - PYUSD (Stellar): 1 PYUSD

If your Linked Account is a Venmo account:

- Weekly purchase limit: $20,000.00 U.S. dollars
- Rolling annual purchase limit: $50,000.00 U.S. dollars
- Minimum purchase amount: $1.00 U.S. dollar
- Minimum sale amount: $1.00 U.S. dollar
- Weekly send limit: Crypto Assets totaling the equivalent of $25,000.00 U.S. dollars
- Minimum “send” transfer amounts to another Crypto Account: Crypto Assets totaling the equivalent of $0.01 U.S. dollar
- Minimum “send” transfer amount to wallet addresses outside of PayPal Digital:
    - BCH: 0.01 BCH
    - BTC: 0.001 BTC
    - ETH: 0.01 ETH
    - LTC: 0.01 LTC
    - SOL: 0.01 SOL
    - LINK: 1 LINK
    - PYUSD (Ethereum): 10 PYUSD
    - PYUSD (Solana): 1 PYUSD

We may change the above limits for safety, security or other lawful reasons. Separate limits applied to your Linked Account may impact your ability to conduct transactions using your Crypto Account.

Transaction History and Account Statements

You can view your Crypto Account transaction history by logging into your Linked Account. Your account statement will include, as applicable, information on transactions in your Linked Account, as well as your purchase of Crypto Assets, proceeds from the sale of your Crypto Assets, and the fees you paid in connection with your Crypto Asset transactions. In addition, PayPal Balance account statements will include information on purchases made using Checkout with Crypto.

Your statement may not include all of the details regarding your purchase, sale and transfer of Crypto Assets that are available in your transaction history.

Restricted Activities

In connection with your use of our websites and applications (and/or those of our affiliates), your Crypto Account, the PayPal Digital services, or in the course of your interactions with PayPal Digital, PayPal Digital customers, our affiliates, or third parties, you must not:

- Breach these Terms, the PayPal Acceptable Use Policy, or any other agreement between you and PayPal Digital, or any of its affiliates;
- Violate any law, statute, ordinance, or regulation;
- Infringe any copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Use what we reasonably believe to be fraudulent funds in order to buy Crypto Assets;
- Initiate any transaction that is not intended to be completed, or is intended to abuse, manipulate, mislead or default other participants in the Crypto Asset market;
- Send or receive Crypto Assets for any unlawful purpose or in relation to any unlawful activity, including in violation of any applicable sanctions regime;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both PayPal Digital and the bank or card issuer for the same transaction;

- Engage in any activity that operates to defraud PayPal Digital, other PayPal Digital users, our affiliates, or any other person;
- Control a Crypto Account or Linked Account that is associated with any other account that has engaged in any of these Restricted Activities;
- Take any action that imposes an unreasonable or disproportionately large load on (i)any websites, software, or systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or our affiliates, or on behalf of us or our affiliates, or (ii) the PayPal Digital services;
- 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, information or PayPal Digital services;
- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us, or on our behalf, any of the PayPal Digital services or other users' use of any of the PayPal Digital services;
- 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;
- Circumvent any policy or determinations about your Crypto Account or Linked Account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional PayPal Digital account(s) when your Crypto Account or Linked Account has a negative balance or has been restricted, suspended or otherwise limited; opening new or additional PayPal Digital accounts using information that is not your own (e.g. name, address, email address, etc.) or by using a PayPal or Venmo account that does not belong to you; or using someone else's PayPal Digital account; or
- Harass and/or threaten our employees, agents, or other users.

Actions We May Take if You Engage in Any Restricted Activities

If we believe that you've engaged in any Restricted Activities, we may take a number of actions to protect PayPal Digital, its affiliates, its customers and others at any time in our sole discretion. Our affiliates may also take action under any agreements that they have with you.

The actions we may take include, but are not limited to, the following:

- Limit your Crypto Account, and/or close or suspend your Crypto Account, immediately and without penalty to us;
- Refuse to provide the PayPal Digital services to you;
- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us, or on our behalf, your Crypto Account or any of the PayPal Digital services, including limiting your ability to buy, sell, convert, or transfer Crypto Assets;
- Hold your Crypto Account and/or Linked Account balance for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated the Acceptable Use Policy;
- Contact our affiliates, your bank, other impacted third parties or law enforcement about your actions;
- Update inaccurate information you provided us;
- Take legal action against you; or
- If you've violated the Acceptable Use Policy, then you're also responsible for damages to PayPal Digital and our affiliates caused by your violation of such policy and these terms.

You authorize PayPal Digital to seize your Crypto Assets if we believe a transaction relating to those Crypto Assets involves money laundering, terrorist financing, fraud or any other type of crime.

If we close your Crypto Account or terminate your use of the PayPal Digital services for any reason, we'll provide you with notice of our actions. This may result in the closure of your Linked Account. If you believe we have taken any action in error, please contact **PayPal Digital customer support**. You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by PayPal Digital, any PayPal Digital customer, or a third party caused by or arising out of your breach of these Terms, and/or your use of the PayPal Digital services.

Holds and Limitations

What are holds and limitations

Under certain circumstances, in order to protect PayPal Digital and the security of PayPal Digital users, PayPal Digital may take account-level or transaction-level actions. Unless otherwise noted, if we take any of the actions described here, we'll provide you with notice of our actions, but we retain the sole discretion to take these actions. To request information in connection with an account limitation or hold, you should follow the instructions in the email notice you receive with respect to the limitation or hold, or contact **PayPal Digital customer support**.

Our decision about holds and limitations may be based on confidential criteria that are essential to our management of risk and the protection of PayPal Digital, our customers, our affiliates, and/or service

providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your PayPal Digital account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. You agree that we have no obligation to disclose the details of our risk management or security procedures to you.

In order to facilitate PayPal Digital's actions described above and allow us to assess the level of risk associated with your PayPal Digital account, you agree to cooperate with reasonable requests for financial statements and other documentation or information in a timely fashion.

PayPal Digital may place a hold or limitation on your Crypto Account if a hold or limitation is placed on your Linked Account or another PayPal personal account held with our affiliates. Our affiliates may similarly take an action on your account under their agreement with you as a result of a hold or limitation we place on your Crypto Account. In addition, any holds or limitations placed on your PayPal Balance account will apply to the proceeds of Crypto Assets sold in a conversion and the proceeds of Crypto Assets sold in a Send to Sell Transaction.

Holds

A hold is an action that PayPal Digital may take under certain circumstances either at the transaction level or the account level. When PayPal Digital places a temporary hold on a transfer, the Crypto Asset (and/or the liquidation value) is not available to either the sender or the recipient. PayPal Digital reviews many factors before placing a hold on a transfer, including, without limitation, account tenure and transaction activity.

Holds based on risk decisions

We may place a hold on Crypto Assets sent to your Crypto Account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your Crypto Account, or your transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a Crypto Asset hold based on a number of factors, including information available to us from both internal sources and third parties. When we place a hold on a Crypto Asset transfer, the Crypto Assets will appear in your Crypto Account with an indication that they are unavailable or pending. We'll notify you, either through your Crypto Account or directly by phone or email, whenever we place a hold.

Risk-based holds generally remain in place for up to 21 days from the date the Crypto Assets were received into your Crypto Account. We may release the hold earlier under certain circumstances, but any earlier release is at our sole discretion. The hold may last longer than 21 days and can be in effect up to 180 days.

Account Limitations

Limitations are implemented to help protect PayPal Digital and other users, when we believe a transaction poses an increased financial risk, or activity appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your Crypto Account open.

There are several reasons why your Crypto Account could be limited, including:

- If we suspect someone could be using your PayPal Digital account without your knowledge, we'll limit it for your protection and look into the fraudulent activity.
- If your debit card issuer indicates that someone has used your card without your permission. Similarly, if your bank indicates that there have been unauthorized transfers from your bank account to purchase Crypto Assets.
- In order to comply with applicable law.
- If we believe in our sole discretion that you have breached these Terms or violated the **Acceptable Use Policy**.

Unless a permanent limitation is placed on your account, you will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect PayPal Digital, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

Court Orders, Regulatory Requirements, or Other Legal Processes

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including preventing transactions1 involving your PayPal Digital account, holding Crypto Asset transfers to your PayPal Digital account, placing a limitation on your PayPal Digital account, liquidating your Crypto Assets or releasing your Crypto Assets. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your PayPal Digital account. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than 180 days.

Taxes

There may be tax consequences from any gain or loss you incur when you sell your Crypto Assets (including sales in connection with cryptocurrency conversions), when you transfer Crypto Assets, when you receive PYUSD Rewards, or from the receipt of new cryptocurrency through an airdrop following a fork (as defined below) that PayPal Digital supports. Sales of Crypto Assets via Checkout with Crypto and via Send and Sell Transactions are taxable just like all other sales of Crypto Assets. You should consult your tax professional regarding your specific situation and your reporting of Crypto Assets transactions.

You will be provided with any required IRS forms 1099 with respect to the sale of any Crypto Assets (or the receipt of new cryptocurrency resulting from a fork that PayPal Digital supports) for your tax records, and we will report any necessary form 1099 filings to the IRS. As permitted by the IRS, the forms 1099 provided to you will show gross proceeds only, and will not reflect any of your gains or losses on your Crypto Assets transactions. You can access your transaction history and account statements through your Linked Account for purposes of determining any required tax filings or payments.

Although not reported on your forms 1099, your history and statements will include the cost basis of the Crypto Assets you purchased via your Crypto Account, and the gain or loss which occurred upon the sale of those Crypto Assets. PayPal Digital will use highest-in-first-out ("HIFO") method to calculate gains and losses when you sell a Crypto Asset purchased via your Crypto Account. This means that the gains and loss calculation will attribute Crypto Assets sold in order from the highest to lowest cost basis value (i.e., based on the acquisition value of Crypto Assets that you purchased through your Crypto Account). We will not be able to calculate gains or losses on Crypto Assets that have been transferred to your Crypto Account. We do not have access to and will not provide information regarding the cost basis in Crypto Assets that are transferred to your Crypto Account. You are responsible for maintaining your own cost basis records. You should consult your tax advisor regarding which cost basis method is appropriate for your specific situation. PayPal Digital and its affiliates are not liable for any errors or omissions in any tax information (such as cost basis) that is not required to be reported to the IRS on an applicable form 1099.

Liability for Unauthorized Crypto Transactions, Errors and Support

PayPal Digital will protect you from the unauthorized **purchase** or **sale** of Crypto Assets in your Crypto Account, including for unauthorized sales used to Checkout with Crypto. When this protection applies, PayPal Digital will cover you **for the unauthorized purchase or sale activity in accordance with the limitations below**, as long as you follow the procedures for Reporting an Unauthorized Transaction described below.

PayPal Digital also works to prevent unauthorized **transfers** of Crypto Assets to an account over which you do not have control or do not benefit, and will reimburse you in the form and quantity of the Crypto Asset that was removed from your account, **up to a maximum lifetime cap of an equivalent of $50,000.00 U.S. dollars over the life of the accountholder** (based on the U.S. Dollar value of the Crypto Asset at the time of the unauthorized transaction), as long as you follow the procedures for Reporting an Unauthorized Transaction described below and provided we determine that the transfer was unauthorized.

Any reimbursement you receive from PayPal Digital represents a warranty of our own services. PayPal Digital does not provide insurance and does not insure you against loss of your crypto assets.

If a transaction impacts both your Crypto Account and your Linked Account, you may be protected under these Terms and the terms governing your Linked Account, but you will not be entitled to

duplicative reimbursement for the same unauthorized activity. To receive Crypto Assets in resolution of your dispute, you must have a Crypto Account in good standing.

What is an Unauthorized Transaction

An "Unauthorized Transaction" occurs when Crypto Assets are purchased in, sold from, or transferred out of your Crypto Account, which you did not authorize and do not benefit you. For example, if someone steals or fraudulently obtains your password, uses the password to access your Crypto Account, and transfers Crypto Assets from your Crypto Account to an account from which you do not benefit, an Unauthorized Transaction has occurred.

What is not considered an Unauthorized Transaction

It is NOT an Unauthorized Transaction if:

- Transfers are initiated from your Crypto Account to an account from which you benefit;
- You act with fraudulent intent or in concert with a person acting with fraudulent intent; or you grant authority to someone to use your Crypto Account (by giving them your login information) and they exceed the authority you gave them. You are responsible for transactions made in this situation unless you have previously notified PayPal Digital that you no longer authorize transfers by that individual.

Requirements for Protection for an Unauthorized Transaction

PayPal Digital may limit your ability to sell or send Crypto Assets that you claim were purchased or sent to you without your authorization. If PayPal Digital has not limited your ability to sell or transfer these Crypto Assets, you still may not sell or transfer those unauthorized Crypto Assets before you report the unauthorized purchase to PayPal Digital or while PayPal Digital investigates your claim.

If you sell or transfer any Crypto Assets that you claim you did not purchase (including using such Crypto Assets to Checkout with Crypto), PayPal Digital will deny your claim for those sold or transferred Crypto Assets. You will not be able to recover any funds used to purchase the sold or transferred Crypto Assets. We will continue to address your claim for any disputed Crypto Assets that you did not sell or transfer.

If you sell or transfer any Crypto Assets for which you have received a refund (whether from PayPal Digital or any other source such as your bank or card issuer), PayPal Digital may recover from you up to the amount of any refund provided to you by debiting your Crypto Account or your Linked Account.

Reporting an Unauthorized Transaction

If you believe there has been an unauthorized purchase, sale, or transfer of Crypto Assets in your Crypto Account, please contact **PayPal Digital customer support**.

Tell us AT ONCE if you believe that a purchase, sale or transfer of Crypto Assets has been made without your permission using your login information or by other means. You could lose all the Crypto Assets in

your Crypto Account. If you tell us within 60 days after you are provided your account statements showing purchases, sales or transfers you did not make, we will reimburse you for the full amount of the reported Unauthorized Transactions, provided that for Unauthorized Transactions that are transfers, you will be eligible for reimbursement in the form and quantity of the Crypto Asset that was removed from your account, up to the lifetime cap of the equivalent of $50,000.00 USD, (based on the U.S. Dollar value of the Crypto Asset at the time of the unauthorized transaction).

Also, if your account statements show purchases, sales, or transfers of Crypto Assets that you did not make, including those made with your login information or by other means, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back any Crypto Assets or money you lost after the 60 days if we can prove that we could have stopped someone from taking the Crypto Assets if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Error Resolution

What is an Error:

An "Error" means the following:

- We either take an incorrect amount of Crypto Assets from your Crypto Account or place an incorrect amount into your Crypto Account.
- You are charged an incorrect amount of money when you purchase Crypto Assets, or you are credited an incorrect amount of money when you sell Crypto Assets (including for Checkout with Crypto).
- A transaction related to your Crypto Assets is missing from or not properly identified in your account statement.
- We make a computational or mathematical error related to your Crypto Account.
- You request additional information or clarification concerning a transfer to or from your Crypto Account, including a request you make to determine whether an error has occurred.

What is not considered an Error

- You grant access to someone to use your Crypto Account (by giving them your account login information) and they exceed the authority you gave them. You are responsible for transactions made in this situation unless you have previously notified PayPal Digital that you no longer authorize transfers by that individual.
- You enter the incorrect recipient information when transferring Crypto Assets, including the incorrect wallet address type.

- Your recipient fails to receive Crypto Assets you attempt to transfer because of a failure or delay of the cryptocurrency network or an action by any institution where your recipient holds a cryptocurrency wallet or account.
- You fail to receive Crypto Assets transferred to you because of a failure or delay of the cryptocurrency network or an action by the sender.
- The price at which a cryptocurrency transaction was executed, as reflected in the transaction confirmation or receipt, varied from the initial price shown prior to the transaction.
- You dispute the calculation of PYUSD Rewards during any period in which you had opted-in to the PYUSD Rewards Program.
- Other exclusions set forth in the **errors section** of the **PayPal Balance Terms and Conditions** or **PayPal Account User Agreement** (if your Linked Account is a PayPal account) or the **Venmo User Agreement** (if your Linked Account is a Venmo account).
- Routine inquiries about the balance of your Crypto Account.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

In case of Errors or questions about your Crypto Account

If you believe there has been an error with respect to your Crypto Account, contact **PayPal Digital customer support**.

Notify us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after you are sent the FIRST statement on which the problem or error appeared.

- Tell us your name.
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar or Crypto Asset amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 45 days after we hear from you and will correct any error promptly. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new PayPal Digital accounts or Checkout with Crypto, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Processing Errors

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount of Crypto Assets or funds to which you were entitled, then we will credit your Crypto Account and/or Linked Account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount of Crypto Assets or funds to which you were entitled, then you authorize us to debit your Crypto Account and/or Linked Account for the difference between what you actually received and what you should have received.
- Our not completing a transaction on time or in the correct amount, then we will be responsible to you for your losses or damages directly caused by this failure, unless:
    - through no fault of ours, you did not have enough available Crypto Assets or funds to complete the transaction;
    - our system was not working properly and you knew about the breakdown when you started the transaction;
    - the transaction was not completed or delayed due to interruptions, delays, or errors of the relevant cryptocurrency network or an action or omission by someone other than PayPal Digital, our affiliates, or our service providers; or
    - the error was due to extraordinary circumstances outside our control (such as fire, flood or loss of Internet connection), despite our reasonable precautions.

Processing errors are not:

- Delays that result from any holds, limitations, or reservesapplied to your Crypto Account or Linked Account.
- Delays based on a review of any account activity.
- Your errors in making a transaction (for example, mistyping an amount of Crypto Assets that you are sending or using the wrong destination wallet address type).

Support

If you have other questions or concerns regarding your Crypto Account, your Crypto Assets, our Service Provider(s), or any related transactions or account activity, please contact **PayPal Digital customer support**.

Crypto Assets that you Receive in Error or as the Result of an Unauthorized Transaction

We may limit your ability to sell or send Crypto Assets that you claim you received in error. If we have not limited your ability to sell or transfer these Crypto Assets, but you claim an error has caused you to receive Crypto Assets that you did not purchase or that were not intended to be sent to you, you still may not sell or transfer such Crypto Assets before you report the error or whilewe investigate your claim. If you sell or transfer any Crypto Assets that you claim you did not purchase or received in error, we will deny your claim for those sold or transferred Crypto Assets.

Even if you do not make a claim, if you receive Crypto Assets in error or as the result of an unauthorized transaction, we may remove those Crypto Assets from your Crypto Account. If you receive Crypto Assets in error or as the result of an unauthorized transaction and sell or transfer such Crypto Assets, we may recover from you up to the amount of any sale proceeds or the cash value of the Crypto Assets as of the time you received the Crypto Assets.

If you sell or transfer any Crypto Assets for which you have received a refund (regardless of the source), we may recover from you up to the amount of any refund provided to you.

Suspension and Closure of a Crypto Account

PayPal Digital may, in its sole discretion and without liability to you, not allow you to open or access a Crypto Account or suspend, close or terminate your Crypto Account, or place a limitation on the type or amount of activities in which you can engage using your Crypto Account. This may occur if we are unable to verify your identity, you engage in restricted activities or otherwise violate these Terms, pursuant to a court order or other legal process, we are no longer offering Crypto Accounts in your state of residence, your account is dormant for two years or longer, or our Service Providers are no longer supporting the Crypto Accounts, among other reasons.

Your Crypto Account will be suspended or terminated if your Linked Account is suspended or terminated. If your Crypto Account is suspended, the Crypto Assets in your account may fluctuate in value and we are not liable for any losses you may incur as a result of those fluctuations.

If we close your Crypto Account, and your account holds Crypto Assets, you authorize us, in our discretion and at any time, to liquidate the Crypto Assets in your account into U.S. dollars at the price that otherwise applies to the sale of Crypto Assets at that time, or another price determined by PayPal Digital in its reasonable discretion. You understand that the value of Crypto Assets may rise or fall quickly and that we have no obligation to sell at a time that provides the best price for you. While

PayPal Digital will notify you that your account has been closed, regardless of how quickly we sell your Crypto Assets, we have no obligation to give you notice before we sell.

If we liquidate your Crypto Assets, and you have a Linked Account in good standing, we will deliver any unrestricted funds to your Linked Account. Please note that there may be tax consequences from any gain or loss you incur if we liquidate your Crypto Assets.

Other Legal Terms

Communications Between You and Us

If you provide us or our affiliates with your mobile phone number, you agree that PayPal Digital and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your Crypto Account, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded message calls or texts to your mobile phone number in order to use and enjoy the products and services offered by PayPal Digital. You can decline to receive autodialed or prerecorded message calls or texts to your mobile phone number by replying STOP to a message or by contacting **PayPal digital customer support**.

The frequency of messages may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages.

Crypto Account You agree that PayPal Digital may communicate with you (or may have PayPal do so on its behalf) about your Crypto Account and the related services electronically as described in (i) the PayPal **Electronic Communications Delivery Policy** (to the extent your Linked Account is a PayPal account) and (ii) the **Venmo Consent to Receive Electronic Disclosures** (to the extent your Linked Account is a Venmo account). You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to the web or in-app or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, **3 Business Days after we send it.**

Unless you're communicating with us about a matter where we've specified another notice address, written notices to PayPal Digital must be sent by postal mail to: PayPal Digital, Attention: Legal Department, 2211 North First Street, San Jose, California 95131.

You understand and agree that, to the extent permitted by law, PayPal Digital may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with PayPal Digital or its agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with PayPal Digital may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by PayPal Digital, and PayPal

Digital does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

PayPal Digital's Rights

PayPal Digital suspension and termination rights

PayPal Digital, in its sole discretion, reserves the right to suspend or terminate these Terms, Crypto Accounts, access to or use of its websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or on our behalf or some or all of the PayPal Digital services.

Security Interest

Except where prohibited by law or regulation, as security for the performance of your obligations under these Terms, you grant to PayPal Digital a lien on, and security interest in and to, your Crypto Assets.

Amounts owed to PayPal Digital or its Affiliates

If there is a deficiency in a payment for Crypto Asset purchases, insufficient Crypto Assets or balance in a Linked Account to pay for a liability to PayPal Digital, or a negative balance in your Linked Account, such deficiency represents an amount that you owe to PayPal Digital or its affiliates. You authorize PayPal Digital to sell your Crypto Assets and use the proceeds to pay a deficiency, liability, or negative balance you owe to us or our affiliates in any PayPal Digital Crypto Account, Linked Account, or any other account you have with PayPal Digital or its affiliates.

If we sell your Crypto Asset to pay amounts you owe to us or our affiliates, we will value the Crypto Assets using the price that otherwise applies to the sale of Crypto Assets at that time, or another reasonable price determined by PayPal in its reasonable discretion. You understand that the value of most Crypto Assets may rise or fall quickly and that we have no obligation to sell at a time that provides the best price for you. We have no obligation to notify you before we sell your Crypto Assets.

If any amounts you owe to us or our affiliates remain outstanding after we liquidate your Crypto Assets, you still owe the remaining amount, and we may take any other action permitted under these Terms or your other agreements with our affiliates to satisfy those owed amounts.

No fiduciary duty

You acknowledge and agree that PayPal Digital's obligations to you are purely contractual in nature as specified under these Terms. PayPal Digital and/or its affiliates are neither acting in a fiduciary capacity, nor shall have fiduciary duties on your behalf, with regards to your Crypto Account.

Insolvency proceedings

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, we'll be entitled to recover all

reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of these terms and conditions.

No waiver

Our failure to act with respect to a breach of any of your obligations under these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

No Other Encumbrances

Other than our lien and security interest described above (which PayPal Digital will take on or in your Crypto Assets only if doing so is not prohibited by law or regulation), PayPal Digital will not pledge, hypothecate, assign or otherwise encumber your Crypto Assets.

Indemnification and Limitation of Liability

In this section, we use the term "PayPal" to refer to PayPal Digital, our parent PayPal Holdings, Inc., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

Indemnification

You must indemnify PayPal for actions related to your Crypto Account and your use of the PayPal Digital services. You agree to defend, indemnify and hold PayPal harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of these Terms, your improper use of the PayPal Digital services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use or access (i) your Crypto Account or Linked Account, (ii) our websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or on our behalf, or (iii) any of the PayPal Digital services on your behalf.

Limitation of liability

PayPal Digital's liability is limited with respect to your Crypto Account and your use of the PayPal Digital services. In no event shall PayPal Digital or its affiliates be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with your Crypto Account, any Linked Account, our websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or on our behalf, any of the PayPal Digital services, or these Terms (however arising, including negligence), unless and to the extent prohibited by law.

PayPal Digital's liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, PayPal Digital and its affiliates are not liable, and you agree not to hold PayPal Digital or its affiliates responsible, for any damages or

losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, your Crypto Account, Linked Account, our websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or on our behalf, or any of the PayPal Digital services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or on our behalf and any of the PayPal Digital services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or on our behalf or any of the PayPal Digital services or any website or service linked to our websites, software or any of the PayPal Digital services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or on our behalf or any of the PayPal Digital services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your Crypto Account or any Linked Account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these terms and conditions or PayPal Digital's policies.

Disclaimer of Warranty and Release

No warranty

Your Crypto Account and all other PayPal Digital services are provided "as-is" and without any representation or warranty, whether express, implied or statutory. PayPal Digital specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

PayPal Digital does not guarantee continuous, uninterrupted or secure access to your Crypto Account or any part of the PayPal Digital services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the PayPal Digital services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. PayPal Digital will make reasonable efforts to ensure that Crypto Asset transactions are processed in a timely manner but PayPal Digital makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal Digital services are dependent upon many factors outside of our control. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

Release of PayPal Digital

If you have a dispute with any other PayPal Digital or PayPal account holder, you release PayPal Digital and PayPal and their affiliates from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this

release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Dispute Resolution (Including Arbitration Agreement, Class Action Waiver, and Jury Trial Waiver

Please read this Dispute Resolution section carefully. It affects your legal rights. Among other things it:

- Impacts how claims between you and us are resolved, including your and our agreement to resolve most disputes through individual arbitration ("Arbitration Agreement") and to waive the right to trial by jury.
- Includes a **class** action waiver pursuant to which you and we agree to waive the right to bring or to participate in a class action lawsuit or to seek representative relief in arbitration or in court.
- Requires you and us to attempt to informally resolve claims before commencing arbitration or initiating an action in small claims court.
- Allows you to opt-out of the Arbitration Agreement by following the **Opt-Out Procedure** and sending us a written notice postmarked no later than 30 days after the date you accept the user agreement for the first time.

If a dispute arises between you and PayPal Digital, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and PayPal Digital regarding the PayPal Digital services may be reported to **PayPal Digital customer support**.

Arbitration Agreement

Binding Individual Arbitration

You and PayPal Digital each agree that any and all disputes or claims arising out of or relating to these Terms or your Crypto Account or your relationship with PayPal Digital, whether based in contract, tort, fraud, misrepresentation or any other legal theory ("Dispute"), shall be resolved through final and binding arbitration, except that you or we may elect to have a Dispute heard in small claims court, so long as it proceeds individually and is not removed or appealed to a court of general jurisdiction. Whether a Dispute falls within the jurisdictional limits of small claims court is for the appropriate small claims court to decide in the first instance, and for a court of

competent jurisdiction to otherwise decide. Notwithstanding the foregoing, Disputes arising from the violation or threatened violation of copyrights, trademarks, patents or trade secrets will not be subject to arbitration or the "Mandatory Informal Dispute Resolution Process." Dispute shall be interpreted broadly to the extent permitted under the Federal Arbitration Act ("FAA"), and shall include, but not be limited to any dispute or claim that: (1) arose before the existence of these or any prior Terms and (2) may arise after termination of your relationship with PayPal Digital. The arbitrator shall decide all issues **except** the following, which are for a court of competent jurisdiction to decide: (1) issues reserved for a court in these Terms; (2) issues related to the scope, validity and enforceability of the Arbitration Agreement, class action waiver, jury trial waiver or any provisions of the Dispute Resolution section; (3) issues related to arbitrability; and (4) issues related to whether this or a different version of these Terms apply to the Dispute. You and we agree that these Terms constitute a transaction in interstate commerce and that this Arbitration Agreement will be interpreted and enforced in accordance with the substantive and procedural provisions of the FAA and federal arbitration law (not state arbitration law).

Notices of Disputes

Before initiating arbitration or commencing a matter in small claims court, you or PayPal Digital must first send the other party, by certified mail, a completed **Notice of Dispute** form. You should send this Notice of Dispute to PayPal Digital, Attn: Legal Specialists, Re: Notice of Dispute, P.O. Box 45950, Omaha, NE 68145-0950. PayPal Digital will send any Notice of Dispute to you to the address we have on file associated with your Crypto Account; it is your responsibility to keep your address up to date. To be valid, the Notice of Dispute must contain all information called for in

the form, including but not limited to: your original handwritten signature, or for PayPal Digital, the original handwritten signature of an authorized representative (and your or our counsel's original handwritten signature, if represented); the email address and phone number associated with the customer's Crypto Account; a detailed description of the nature and basis of the claims that are being asserted; a statement of the specific relief sought with a good faith calculation for it; and any relevant documents and supporting information reasonably available to the claiming party. To safeguard your personal information, if you have retained an attorney to submit your Notice of Dispute, you also must provide written authorization, with your original handwritten signature, allowing us to discuss the Dispute and your Crypto Account and to share your account records with your attorney. We also may ask for verification of your identity and the fact that you authorized submission of the Notice of Dispute or disclosure of account information to your attorney. You agree to cooperate promptly with any reasonable request for verification.

For a period of 60 days after receipt of a complete Notice of Dispute, you and PayPal Digital agree to negotiate in good faith in an effort to informally resolve the Dispute. The party receiving the Notice of Dispute may request a telephone or video settlement conference to aid in the resolution of the Dispute. If a conference is requested, you and a PayPal Digital representative will personally attend (with counsel, if represented). The conference will be scheduled for a mutually convenient time, which may be outside of the 60-day period. Completion of this Informal Dispute Resolution Process ("Process") is a condition precedent to initiating arbitration.

If the sufficiency of a Notice of Dispute or compliance with this Process is at issue, such issue may be decided by a court of competent jurisdiction, and any arbitration shall be stayed. The court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of the arbitration and the assessment or collection of fees. During any such court proceeding, the arbitration will be automatically stayed. Nothing in this paragraph limits the right of a party to seek relief (including damages) for non-compliance in arbitration. All applicable limitations periods (including statutes of limitation) shall be tolled from the date of receipt of a Notice of Dispute through the conclusion of this Process or the date on which the party providing the Notice of Dispute withdraws or abandons the Dispute.

Arbitration Procedures

The arbitration shall be administered by JAMS in accordance with the then-current JAMS rules, including the JAMS Streamlined Arbitration Rules & Procedures and any Mass Arbitration Procedures and Guidelines applicable to the Dispute (collectively, "JAMS Rules"), as modified by this Arbitration Agreement. If JAMS is unable or unwilling to administer the arbitration consistent with this Arbitration Agreement, and the parties cannot agree on an alternative provider that will do so, then you or we may petition a court of competent jurisdiction to appoint one that will do so. The JAMS Rules are available at www.jamsadr.com. An arbitration demand must be accompanied by a copy of the Notice of Dispute and a certification of compliance with the Process, and include the original handwritten signature of the party initiating arbitration (and counsel, if represented). If you are submitting the arbitration demand, you shall send it to PayPal Digital by certified mail at: PayPal Digital, Attn: Legal Specialists, Re: Arbitration Demand, P.O. Box 45950, Omaha, NE 68145-0950 and follow the

JAMS Rules for initiating arbitration. If we are submitting the arbitration demand, we shall send any notice to you to the address we have on file associated with your Crypto Account and follow the JAMS Rules for initiating arbitration. By submitting an arbitration demand, the party and any counsel represent that, as in federal court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 and the JAMS Rules on represented parties and their counsel. The parties shall select a single, neutral arbitrator through a strike-and-rank process. The arbitration will be conducted based solely on written submissions, unless either party requests an in-person, telephonic, or videoconference hearing and the arbitrator decides that such a hearing is warranted. If an in-person arbitration hearing has been requested and deemed warranted by the arbitrator, it shall be held within 50 miles of the county or parish in which you reside or at another mutually agreed location. You and a PayPal Digital representative will personally appear at any hearing (with counsel, if represented).

The arbitrator may award on an individual basis any relief that would be available in court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and PayPal Digital agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general or representative proceeding. Further, unless you and PayPal Digital agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective,

consolidated, private attorney general or representative proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, consolidated, private attorney general or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated.

Both parties have the right to file dispositive motions prior to any hearing. The arbitrator shall follow and enforce these Terms as a court would. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. Any exchange of information ordered by the arbitrator shall be proportional to the needs of the case, take into account the amount in controversy and burdens to the parties, and be designed to be efficient and cost-effective, while ensuring a fundamentally fair process for both parties. Any submission containing AI-generated content must include a certification by the party (or counsel, if the party is represented) that they have personally verified the content's accuracy.

The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. An award shall have no preclusive effect in any other arbitration or proceeding involving non-identical parties.

Costs of Arbitration

Payment of arbitration fees will be governed by the JAMS Rules and fee schedule. You and PayPal Digital agree that the parties have a shared

interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or PayPal Digital may elect to engage with JAMS regarding the reduction or deferral of arbitration fees, and you and we agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.

Additional Procedures for Mass Arbitration

You and PayPal Digital agree that these Additional Procedures for Mass Arbitration (in addition to the other provisions of this Arbitration Agreement) will apply if you choose to participate in a Mass Arbitration, as defined herein. If 25 or more similar Disputes (including yours) are asserted against PayPal Digital by the same or coordinated counsel or are otherwise coordinated ("Mass Arbitration"), you understand and agree that the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated and conserve the parties' and JAMS's resources. If your claim is part of a Mass Arbitration, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to JAMS until your Dispute is selected to proceed as part of the staged process set forth below or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

Stage One: In the first stage, if there are 50 Disputes or more, claimants' counsel and PayPal Digital will each select 25 Disputes to be filed as cases (50 cases total) in arbitration and resolved individually by different arbitrators selected through a strike-and-rank process. If there are fewer than 50 Disputes, all will be filed

as cases in arbitration. In the meantime, no other Disputes may be filed or proceed in arbitration as cases, and JAMS will not assess or demand payment of fees for the remaining Disputes or cases, nor will JAMS administer them. The number of Disputes to be selected to proceed as filed cases in Stage One may be increased by agreement of counsel. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties.

After Stage One is completed, counsel for the parties shall engage in a global mediation and attempt to resolve all remaining Disputes, and PayPal Digital will pay the mediator's fee and consider in good faith the results of the Stage One Disputes when engaging in mediation.

Stage Two: If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing 50 cases to be resolved individually by different arbitrators selected through a strike-and-rank process, followed by another global mediation consistent with the approach set forth above. in which PayPal Digital will pay the mediator's fee.

If your Dispute is not resolved as part of the process set forth above:

Option One: You and PayPal Digital may, separately or by agreement, opt out of arbitration and elect to have your Dispute heard in a court of competent jurisdiction consistent with these Terms (including the remainder of the Dispute Resolution section). You may opt out of arbitration of this Dispute by sending us a written notice, with your original handwritten signature, that includes a clear statement that you wish to opt out of the arbitration of this Dispute within 30

days after the conclusion of the second mediation. PayPal Digital may opt your Dispute out of arbitration by sending a notice of its intention to opt out to your counsel within 14 days after the expiration of your 30-day opt-out period. Counsel for the parties may agree to adjust these deadlines.

Option Two: If neither you nor PayPal Digital elect to have your Dispute heard in court consistent with Option One, then you agree that your Dispute will be resolved as part of continuing, staged individual arbitration proceedings as set forth above, with four differences. First, a total of 100 cases may be filed in each stage. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the parties.

You and PayPal Digital agree that the parties (and counsel, if represented) will work together in good faith to implement the staged process set forth in this provision. Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase or decrease the number of cases in any stage or to address issues with a JAMS Process Administrator.

A court of competent jurisdiction shall have the authority to enforce this provision, including by enjoining the mass filing, the prosecution or administration of arbitrations, and the assessment or collection of JAMS fees. The Additional Procedures for Mass Arbitration provision and each of its requirements are essential parts of this Arbitration Agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Mass Arbitration apply to your Dispute and are not enforceable, then your Dispute shall not proceed in

arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of these Terms (including the remainder of the Dispute Resolution section).

Opt-Out Procedure

You can choose to opt-out of the Arbitration Agreement by following the **Opt-Out Procedure** and sending us a written notice postmarked no later than 30 days after the date you accept these Terms for the first time. You must mail the opt-out notice to PayPal Digital., Attn: Litigation Department, Re: PayPal Digital Opt-Out Notice, 2211 North First Street, San Jose, CA 95131.

For your convenience, we are providing an **opt-out notice** form you must complete and mail to opt out of this Arbitration Agreement. You must complete this form by providing all the information it calls for, including your name, address, phone number, and the email address(es) used to log in to the Crypto Account(s) to which the opt-out applies. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of arbitration, all other parts of the Terms (including the other provisions of the Dispute Resolution section, such as the class action waiver and jury trial waiver) will continue to apply. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us.

Superseding Arbitration Agreement

You agree that any filed or pending arbitrations between you and PayPal Digital will be subject to this Arbitration Agreement and not to any prior Agreement to Arbitrate you had with PayPal Digital. You further agree that notwithstanding any provision in any prior Agreement to Arbitrate to the contrary, this Arbitration Agreement replaces and supersedes any prior Agreement to Arbitrate you had with PayPal Digital and will govern and apply to all Disputes, including all

Disputes that arose before the effective date of Arbitration Agreement. If you do not wish to have this Arbitration Agreement apply to you and your Disputes, then you must close your Crypto Account prior to the effective date. If you close your Crypto Account prior to the effective date of this Arbitration Agreement, then any prior Agreement to Arbitrate between you and PayPal Digital will apply to Disputes.

Class Action Waiver and Jury Trial Waiver

YOU AND PAYPAL DIGITAL AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION. YOU AND WE AGREE TO WAIVE ANY RIGHT TO BRING OR TO PARTICIPATE IN SUCH AN ACTION IN ARBITRATION OR IN COURT TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, THE PARTIES RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE OR MASS SETTLEMENT OF CLAIMS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND PAYPAL DIGITAL WAIVE THE RIGHT TO A JURY TRIAL.

Miscellaneous

Liability of Affiliates and Third Parties

Any disclaimer or limitation of liability with respect to PayPal Digital in these Terms equally applies to our affiliates and service providers.

Assignment

You may not transfer or assign any rights or obligations you have under these Terms without PayPal Digital's prior written consent. PayPal Digital may transfer or assign these Terms or any right or obligation under these Terms at any time.

Business Days

"Business Day(s)" means Monday through Friday, excluding holidays when PayPal Digital's offices are not considered open for business in the U.S. Holidays include New Year's Day (January 1), Martin Luther King, Jr.'s Birthday (the third Monday in January), George Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday

falls on a Saturday, PayPal Digital observes the holiday on the prior Friday. If the holiday falls on a Sunday, PayPal Digital observes the holiday on the following Monday.

Consumer fraud warning

We're always looking for ways to help keep you even more secure. So stay on the lookout for some of these common scams:

- Pump and dump scams: Beware of fake recommendations for hyped crypto. Scammers will buy crypto and try to get you to buy it, too. Their plan is to artificially "pump up" the price so they can sell it before the price inevitably falls.
- Employee Impersonation Scam: Scammers may contact you and pretend to be a customer support rep or offer free give-aways to persuade you to share account control or info. Don't be fooled. Instead, contact the company through the phone number or form provided in their website.
- Fake websites and typosquatting: Don't click through email or ad links because scammers use fake websites and apps to lure people to log in so they can steal their credentials. They'll use colors or styles that are similar to authentic sites and apps, and often, the site address is similar, but misspelled.
- Ponzi schemes: Carefully consider any crypto investment that seems too good to be true. Promises of high returns and minimal risk can mean you're being misled. Beware of complex investment strategies and unlicensed advisors.
- Cryptojacking scam: Hackers will try to hijack the processing power of your device so they can illicitly mine crypto. They can gain access if you click on infected links, ads, or attachments. Run anti-virus scans and ad blockers. Monitor processing power consumption with a browser extension or software.

Always use common sense when sending Crypto Assets. If something sounds too good to be true, it probably is. Only send Crypto Assets for yourself and not for others. Please let us know immediately if you believe someone is trying to scam or defraud you by contacting **PayPal Digital customer support**.

Closed Accounts

If you receive Crypto Assets into an address associated with a Crypto Account that has been closed, those crypto assets may be lost. If required, PayPal Digital may escheat (send) your Crypto Assets, or the funds from liquidating those Crypto Assets in accordance with the **Suspension and Account Closure** of a Crypto Account section, to your state of residency. PayPal Digital will determine your state of residency based on the state listed in the primary address for your PayPal Digital account. If your address is unknown or registered in a foreign country, the Crypto Assets or funds from liquidation of those Crypto Assets will be escheated to the State of New York. Where required, PayPal Digital will send you a notice prior to escheating any such assets. If you fail to respond to this notice, such assets will be

escheated to the applicable state. If you would like to claim any escheated assets from the applicable state, please contact the applicable state's unclaimed property administrator.

Governing law and Venue

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in these terms and conditions, the laws of the State of New York, without regard to principles of conflict of laws, will govern these terms and conditions and any claim or dispute that has arisen or may arise between you and PayPal Digital.

Unless you and PayPal Digital agree otherwise, to the extent permitted by law, the state and federal courts in New York County, New York will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the Arbitration Agreement or any of its parts. You and PayPal Digital consent to the exclusive jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

Waiver

The waiver of any provision of these Terms shall not be considered a waiver of any other provision or of PayPal Digital's right to require strict observance of each of the provisions herein.

Identity authentication

You authorize PayPal Digital, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, a taxpayer identification number, your physical address and other information that will allow us to reasonably identify you;
- requiring you to take steps to confirm ownership of your email address or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third-party databases or through other sources; or
- requiring you to provide your driver's license or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that PayPal Digital verify certain identifying information if you use certain PayPal Digital services. PayPal Digital reserves the right to close, suspend, or limit access to your Crypto Account and/or the PayPal Digital services in the event that, after reasonable inquiries, we are unable to obtain information about you required to verify your identity.

Translation of Terms

Any translation of these Terms is provided solely for your convenience and is not intended to modify the Terms. In the event of a conflict between the English version of these Terms and a version in a language other than English, the English version shall control.

State Disclosures

California Disclosures

- If you have a Consumer Crypto Account, information on fees and pricing can be found on the **PayPal Consumer Fees Page** or **Venmo Fees Page**, as applicable. If you have a Business Crypto Account, information on fees and pricing can be found on the **PayPal Merchant Fees** page.
- Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to FDIC or Securities Investor Protection Corporation (SIPC) protections.
- PayPal Digital does not provide insurance and does not insure you against loss of your crypto assets.
- The transfer, purchase, and sale of cryptocurrency is irrevocable. Once you authorize a transaction, you will not be able to revoke your authorization.
- Information about unauthorized transactions and error-resolution can be found in the **Liability for Unauthorized Transactions and Errors** section of these Terms.
- You may update your contact information through your Linked Account.
- Some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which may not be the date or time when you initiate the virtual currency transaction.
- Information about stopping preauthorized payments is available in the **Scheduling Recurring Buys of Crypto Assets** section of these Terms.
- You have the right to receive an email receipt with respect to your purchase, sale, and transfer of Crypto Assets.
- You have the right to at least fourteen (14) days' prior notice of changes in our cryptocurrency fee schedules, to these terms and conditions, or to other policies applicable to your Crypto Account.
- No digital financial asset is currently recognized as legal tender by California or the United States.

Connecticut Disclosures

- WARNING: LOSSES DUE TO FRAUDULENT OR ACCIDENTAL TRANSACTIONS MAY NOT BE RECOVERABLE AND TRANSACTIONS IN VIRTUAL CURRENCY ARE IRREVERSIBLE.
- Virtual currency is not backed or insured by the government and accounts and value balances are not subject to Federal Deposit Insurance Corporation, National Credit Union Administration or Securities Investor Protection Corporation protections.
- Some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which may not be the date or time when the customer initiates the virtual currency transaction.
- The value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the permanent and total loss of the value of a particular virtual currency, if the market for that virtual currency disappears.
- The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in a significant loss over a short period of time.
- Any bond maintained by us for the benefit of the customers may not be sufficient to cover all losses incurred by such customers.
- Virtual currency transactions are irreversible and are used by persons seeking to defraud customers, including, but not limited to, a person impersonating a customer's loved one, threatening jail time, stating that a customer's identity has been stolen, insisting that a customer withdraw money from the customer's bank account and purchase cryptocurrency or alleging a customer's personal computer has been hacked.
- Transactions in virtual currency may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Information about unauthorized transactions and error-resolution can be found in the **Liability for Unauthorized Transactions and Errors** section of these Terms.
- Information about stopping preauthorized payments is available in the **Scheduling Recurring Buys of Crypto Assets** section of these Terms.
- Disclosure of your financial and account information to third parties is governed by these Terms and the **Privacy Statement**.
- You have the right to receive an email receipt with respect to your purchase, sale, and transfer of Crypto Assets.
- You have the right to at least thirty (30) days' prior notice of changes in our cryptocurrency fee schedules, to these terms and conditions, or to other policies applicable to your Crypto Account.

- By acknowledging these Terms, you acknowledge that you have reviewed and understand the disclosures provided.

Louisiana Disclosures

- Virtual currency is not legal tender in the United States, is not backed by the United States government, and accounts and value balances are not subject to FDIC or Securities Investor Protection Corporation (SIPC) protections.
- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the value of virtual currency.
- Transactions in virtual currency may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Some virtual currency transactions may be immediately effective when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction.
- The value of virtual currency may be derived from the continued willingness of market participants to exchange legal tender for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency if the market for the virtual currency declines or collapses for an extended period of time.
- Any surety bond retained by PayPal Digital for the benefit of its customers may not be sufficient to cover all losses incurred by customers.
- Customers should perform research before purchasing or investing in virtual currency.
- Disclosure of your financial and account information to third parties is governed by these Terms and the applicable **Privacy Statement**.
- Information about unauthorized transactions and error-resolution can be found in the **Liability for Unauthorized Transactions and Errors** section of these Terms.
- Information about stopping preauthorized payments is available in the **Scheduling Recurring Buys of Crypto Assets** section of these Terms.
- You have the right to receive an email receipt with respect to your purchase, sale, and transfer of Crypto Assets.

New York Disclosures

- Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to FDIC or Securities Investor Protection Corporation (SIPC) protections.

- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange and value of virtual currency.
- Transactions in virtual currency may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Some virtual currency transactions shall be deemed to be made when recorded on the public ledger, which is not necessarily the date or time the customer initiates the transaction.
- You have the right to receive a receipt with respect to your purchase, sale, and transfer of Crypto Assets.
- The value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the potential for permanent or total loss of value of a particular virtual currency should the market for that virtual currency disappear.
- There is no assurance that a person that accepts a virtual currency as payment today will continue to do so in the future.
- The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in significant loss over a short period of time.
- The nature of virtual currency may lead to an increased risk of fraud or cyberattack.
- The nature of virtual currency means that any technological difficulties experienced by PayPal Digital may prevent the access or use of a customer's virtual currency.
- Any bond or trust account maintained by PayPal Digital for the benefit of its customers may not be sufficient to cover all losses incurred by customers.
- All legal documents must be served on PayPal Digital's registered agent, CT Corporation System; 28 Liberty Street, New York, New York 10005.

If you have a complaint, please contact **PayPal Digital customer support** or call: (888) 221-1161 (if you access your Crypto Account through PayPal) or (855) 812-4430 (if you access your Crypto Account through Venmo).

If you still have an unresolved complaint regarding PayPal Digital, you can direct your complaint to the New York State Department of Financial Services at: Online: https://www.dfs.ny.gov/complaint DFS consumer complaints email: consumers@dfs.ny.gov Toll Free: 800-342-3736 Fax: 212-480-6282 Paper complaint forms can be mailed to the Department of Financial Services, Consumer Assistance Unit, 1 State Street, New York, NY 10004 or to the Department of Financial Services, Consumer Assistance Unit, 1 Commerce Plaza, Albany, NY 12257.

Maine, North Dakota, Rhode Island, and Vermont Disclosures

- If you have a Consumer Crypto Account, information on fees and pricing can be found on the **PayPal Consumer Fees Page** or **Venmo Fees Page**, as applicable. If you have a Business Cryptocurrencies Account, information on fees and pricing can be found on the **PayPal Merchant Fees** page.
- Your Crypto Assets are not insured or guaranteed by the FDIC, Securities Investor Protection Corporation (SIPC) or any other public or private insurer, including against cyber theft or theft by other means.
- The transfer, purchase and sale of cryptocurrency is irrevocable. Once you authorize a transaction, you will not be able to revoke your authorization.
- Information about unauthorized transactions and error-resolution can be found in the **Liability for Unauthorized Transactions and Errors** section of these Terms.
- You may update your contact information through your Linked Account.
- The date or time when a transaction is executed, and your funding device is charged may differ from the date or time when you provided the instruction to authorize the transaction.
- Information about stopping preauthorized payments is available in the **Scheduling Recurring Buys of Crypto Assets** section of these Terms.
- You have the right to receive an email receipt with respect to your purchase, sale, and transfer of Crypto Assets.
- You have the right to at least thirty (30) days' prior notice of a change in our fee schedule or changes to these Terms.
- Virtual currency is not money.

Minnesota Disclosures

FEES AND CHARGES

If you have a Consumer Crypto Account, information on fees and pricing can be found on the **PayPal Fees** page. If you have a Business Cryptocurrencies Account, information on fees and pricing can be found on the **PayPal Merchant Fees** page.

INSURANCE COVERAGE

Virtual currency is not legal tender in the United States, is not backed by the United States government, and accounts and value balances are not subject to FDIC or Securities Investor Protection Corporation

(SIPC) protections.

IRREVOCABILITY OF TRANSFERS AND EXCEPTIONS

Transactions in virtual currency may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable. The transfer, purchase, and sale of cryptocurrency is irrevocable.

TRANSFER OR EXCHANGE LIABILITY, RESPONSIBILITY, AND ERROR-RESOLUTION OPTIONS

The transfer, purchase, and sale of cryptocurrency is irrevocable. Once you authorize a transaction, you will not be able to revoke your authorization.

TRANSFER OR EXCHANGE DATE AND TIMING

The date or time when a transaction is executed, and your funding device is charged may differ from the date or time when you provided the instruction to authorize the transaction.

RIGHT TO STOP PAYMENT OR REVOKE AUTHORIZATION

Once you authorize a transaction, you will not be able to revoke your authorization.

Information about unauthorized transactions and error-resolution can be found in the **Liability for Unauthorized Transactions and Errors** section of these Terms.

Information about stopping preauthorized payments is available in the **Scheduling Recurring Buys of Crypto Assets** section of these Terms.

RIGHT TO RECEIVE A RECEIPT

You have the right to receive an email receipt with respect to your purchase, sale, and transfer of Crypto Assets.

RIGHT TO NOTICE ON CHANGES TO FEE SCHEDULE OR OTHER TERMS, CONDITIONS OR POLICIES

You have the right to at least thirty (30) days' prior notice of changes in our cryptocurrency fee schedules, to these terms and conditions, or to other policies applicable to your Crypto Account.

VIRTUAL CURRENCY IS NOT MONEY

Virtual currency is not money.

ADDITIONAL DISCLOSURE

IF YOU ARE BEING THREATENED OR TOLD THE TRANSACTION MUST BE COMPLETED QUICKLY, A SCAMMER MIGHT BE ATTEMPTING TO TAKE ADVANTAGE OF YOU. IF YOU ARE BEING WATCHED OR TOLD YOU ARE BEING WATCHED, DO NOT COMPLETE THE TRANSACTION AND IMMEDIATELY CONTACT LAW ENFORCEMENT.

The Minnesota disclosures are also available in **Spanish (Español)**, **Somali (Soomaali)**, **Hmong (Hmoob)**, **Vietnamese (Tiếng Việt)**, and **Chinese (中文)**.

Washington Disclosures

- If you have a Consumer Crypto Account, information on fees and pricing can be found on the **PayPal Fees Page** or **Venmo Fees Page**, as applicable. If you have a Business Crypto Account, information on fees and pricing can be found on the **PayPal Merchant Fees** page.
- Your Crypto Assets are not insured or guaranteed by the FDIC, Securities Investor Protection Corporation (SIPC) or any other public or private insurer, including against cyber theft or theft by other means.
- The transfer, purchase and sale of cryptocurrency is irrevocable.
- Information about unauthorized transactions and error-resolution can be found in the **Liability for Unauthorized Transactions and Errors** section of these Terms.
- The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack and your cryptocurrency value may be irretrievably stolen.