Platform Delegated PayPal Seller Agreement

Last updated on 21 May 2026

You have a direct payment relationship with PayPal for the payments you receive on your Platform. Your Platform may help you manage your incoming funds – you will login through the Platform, and you grant the Platform permission to receive and make notices on your behalf, but they're still your incoming funds, and PayPal operates payments for you in the background.

Depending on your agreement with your Platform, your Platform may deduct the amounts due to the Platform from your payments – fees, taxes and other amounts, and they will also trigger the payouts of your funds to your bank account or other payout destination.

This Platform Delegated PayPal Seller Agreement (this "Agreement") is between PayPal (Europe) S.à r.l. et Cie, S.C.A. ("PayPal") and you, provided that you are located in a country where PayPal offers the services stipulated in this Agreement and that you have a PayPal business account subject to and as required by the French **User Agreement**. The Agreement governs your use of the services provided by PayPal on or through a third-party platform or platform on which you are accepting this Agreement (the "Platform", the provider of the Platform the "Platform Provider"), including accepting payments for goods or services, donations as well as other related services on the Platform.

Please check the **Policy updates** page on the "Legal" landing page of the PayPal website. Any future changes to this Agreement displayed on that page are incorporated by reference into this Agreement and take effect at the time indicated in such Policy Update. We may also update this Agreement (or any of the referenced agreements) in the future in accordance with Section 10.4 below.

This Agreement is provided to you and concluded in French only. Any English version of this Agreement is for information purposes only. We recommend that you store or print-off a copy of the Agreement (including all referenced documents) for your records.

Our use of Your personal data is governed by the **Privacy Statement for PayPal Services**.

1. TERMS INCORPORATED BY REFERENCE

1.1. You hereby agree to the terms of the **PayPal User Agreement**, as amended from time to time, including the terms and policies referenced therein, provided that the functionality of your Platform Delegated Seller Account (as defined in Section 2. below) is limited as described in this Agreement.

1.2. Additional terms for Alternative Payments Methods. If you accept payments using any Alternative Payment Methods on the Platform, you further agree to the **Alternative Payment**

Methods Terms as amended from time to time, in relation to such Alternative Payment Methods.

1.3. Additional terms for Online Payment Services. If you accept Online Payments on the Platform, you agree to the **PayPal Online Card Payment Services Agreement** as amended from time to time, in relation to any direct and unbranded card payments received by you through PayPal on the Platform.

In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions referenced herein, the terms and provisions of this Agreement shall prevail.

2. PAYPAL ACCOUNTS, SERVICES AND FEES

2.1. PayPal Business Account. "PayPal Business Account" is a PayPal business account created in the name of your business and governed by the **PayPal User Agreement**. The PayPal Business Account is independent of the Platform and not subject to the restrictions and limitations of this Agreement.

2.2. Platform Delegated Seller Account. "Platform Delegated Seller Account" is a PayPal business account that is created and maintained under the Platform Provider's PayPal Account and remains subject to Platform Provider's certain administrative control and oversight. This Platform Delegated Seller Account is linked to your PayPal Business Account and is accessible to you from your PayPal Business Account. You authorise PayPal to share your personal and business data between your PayPal Business Account and your Platform Delegated Seller Account. Your Platform Delegated Seller Account is governed by this Agreement.

2.3. Platform Delegated PayPal Services. "Platform Delegated PayPal Services" or the "Services" means the services that are offered by PayPal, which may include value-added services and features ("Value-Added Services") that are pre-integrated into the Platform and utilised from your Platform Delegated Seller Account. The Platform Delegated PayPal Services are offered to you solely in connection with your Platform Provider and subject to the terms and conditions of this Agreement, in particular Section 4. If you utilise the Services through multiple Platforms, you will have one Platform Delegated Seller Account for each Platform.

2.4. Platform Services. The Platform Provider may provide certain services to you in relation to the Platform Delegated PayPal Services. Examples of services the Platform Provider may provide include, but are not limited to, the following:

- provide dashboards and other tools through the Platform that may allow you to manage certain aspects of your Platform Delegated Seller Account;
- technical services, as related to the Services.

  The services provided by the Platform Provider are governed by your agreement with the Platform Provider and are not provided by PayPal. Any dispute you might have with the Platform Provider concerning services that the Platform Provider provides are between you and the Platform Provider; PayPal will not be responsible or liable for the Platform Provider's

failure to provide those services as agreed. PayPal is not an e-commerce platform or Platform Provider, and only provides the Platform Delegated PayPal Services.

2.5. Pricing.

2.5.1. Platform Pricing. The pricing for your use of the Platform Services, including the transaction, subscription and pre-integrated Value-Added-Service fees associated with the Platform Delegated PayPal Services on the Platform ("Platform Provider Fees"), are set forth in your agreement with the Platform Provider. PayPal does not determine and is not responsible for Platform Provider fees charged to you. Whether disclosed separately by the Platform Provider or by PayPal, you promise to pay such fees and your payment of such fees constitutes valid consideration for purposes of this Agreement between you and PayPal.

2.5.2. PayPal Fees. In addition to the Platform Provider Fees, your use of the Platform Delegated Seller Account is subject to fees set forth on PayPal Merchant Fees Page, incorporated herein ("PayPal Fees"), including but not limited to fees related to Value-Added-Services that are not pre-integrated into the Platform and fees described in the Refunds, Reversals and Chargebacks section of the PayPal User Agreement. PayPal Fees are separate and distinct from the Platform Provider's fees.

2.6. Pre-approval for Payments to Platform Provider. You hereby agree that Platform Provider can deduct from your Platform Delegated Seller Account balance and Payouts (as defined below) any Platform Provider's fees and amounts payable to Platform Provider communicated to us by the Platform Provider

You are responsible for such payments to Platform Provider even if there are insufficient funds to cover such fees in your Platform Seller Account balance. If your Platform Seller Account balance is not sufficient to cover the fees, you authorize PayPal to debit immediately the amount owed from your Settlement Account, as more fully described below. In the event that PayPal is unable to recover any fee amount that is due from your Platform Seller Account, PayPal may terminate your use of the PayPal Services within 30 days of the date that the fee was due, and you will remain obligated to pay PayPal for any unpaid amounts. If you want to cancel the authorization for the future, you can close your account with the Platform. The section of the User Agreement regarding pre-approved Payments applies accordingly.

3. SETTLEMENT, PAYOUTS AND RIGHT TO SETOFF

PayPal will settle funds to you resulting from the Services, as further described in sections 3.1, 3.2 and 3.3 below. Where available and based on your instruction to your Platform, PayPal may subsequently transfer funds from your Platform Delegated Seller Account to your Platform, as further described in section 3.4 below.

3.1. Settlement and Payouts to You. PayPal will arrange to settle funds from your transactions to the bank account or to your Platform Delegated Seller Account that you designate through the Platform or as provided to us by the Platform Provider (the "Settlement Account"). A positive

balance in your Platform Delegated Seller Account, net of any deductions, set-off or debit of amounts owed to us and/or the Platform Provider, will result in settlement to your Settlement Account (a "Payout"). PayPal will conduct Payouts to your Settlement Account, including timing of the Payout, in accordance with your arrangement with your Platform Provider and the instructions we receive from your Platform Provider, subject to Section 4 below. PayPal is not responsible for the accuracy of those instructions.

3.2. Setoff or Deductions of Amounts Owed. An insufficient balance in your Platform Delegated Seller Account will permit us to initiate immediately a transfer from the Settlement Account in the amount of the outstanding balance ("Applicable Amount"). You agree that we may debit your Settlement Account for the Applicable Amount, and/or setoff the Applicable Amounts against future Payouts. We may reduce the amount transferred to your Settlement Account by the amount of fees, fines, and amounts owed to us or the Platform Provider for any reason. You represent and warrant to us that you are the owner of the Settlement Account authorized to initiate settlements to and debits from the Settlement Account.

3.3. Suspension of Payouts. We reserve the right to suspend Payouts to you. Examples of situations where we may do so are: (i) when we are instructed to do so by the Platform Provider, on your behalf, subject to any restrictions under the applicable law; (ii) where there are pending, anticipated, or excessive chargebacks, refunds, reversals, disputes or invalidated payments; (iii) in the event that we suspect or become aware of suspicious activity; or (iv) where we are required by Laws or court order or where we can suspend or hold payments under the terms of the User Agreement. We have the right to withhold Payouts upon termination of this Agreement if we reasonably determine that obligations to us might arise after termination of this Agreement (such as if a payment to you is reversed or charged back) or that we may incur losses resulting from credit, fraud, or other legal risks associated with your Platform Delegated Seller Account. If we exercise our right to withhold a Payout for any reason, we will work with your Platform Provider to communicate the general reason for withholding the Payout and give you a timeline for releasing the funds and any necessary steps you're required to take.

3.4. Transfers to Platform. If you enter into an agreement with the Platform to receive funds via the Platform, you authorize and instruct PayPal to transfer funds on an ongoing basis from your Platform Delegated Settlement Account to the Platform. After PayPal transfers those funds to the Platform, you acknowledge and agree that the Platform will be responsible for depositing those funds to you in accordance with your agreement with the Platform. Following settlement by PayPal to the Platform of your funds, PayPal will not be liable for payment of such amounts to you.

4. TECHNICAL SERVICE REQUIREMENTS, COMPLIANCE, AND SERVICE LIMITATIONS AND RESTRICTIONS

4.1. Technical Service Requirements. Our Services are provided subject to the technical service requirements stipulated in Section 4.2, Section 4.3, Section 4.4 and Section 4.5 below:

4.2. You agree to hereby appoint the Platform Provider as your exclusive agent to:

4.2.1. submit to us a payment instruction via the API integration between PayPal and the Platform Provider which shall be deemed as if submitted and authorised by you and/or on your behalf;

4.2.2. submit to us an instruction for a split payment via the API integration between PayPal and the Platform Provider which shall be deemed as if submitted and authorised by you and/or on your behalf. An instruction for a split payment is your request to us to: (i) deduct a certain amount due to the Platform Provider by you (Platform Provider's fees) from the payment due by PayPal to you in relation to your sales payment transactions, and (ii) to arrange for this specific amount to be paid by us directly to the Platform Provider on your behalf;

4.2.3. submit the refund request to us via the API integration between PayPal and the Platform Provider which shall be deemed as if submitted and authorised by you and/or on your behalf; and

4.2.4. instruct us on your behalf via the Payout API integration to release the payment transaction funds to your Platform Delegated Seller Account, after they have been put on hold. Such instruction from the Platform Provider to us on the release of the payment transaction funds to your Platform Delegated Seller Account cannot be discretionary and you must agree with the Platform the objective criteria under which the Platform will trigger the release of the funds. Where the Platform has not instructed us to release the payment transaction funds to your Platform Delegated Seller Account after a period of twenty-eight (28) days, we shall initiate such a release automatically. In case of an exceptional arrangement between you and your Platform Provider, PayPal may decide, in its sole discretion, to extend this twenty-eight (28) day period to up to ninety (90) days.

4.3. You further agree:

4.3.1. that we may automatically put on hold and make unavailable to you the payment transaction funds, after they have been credited to your Platform Delegated Seller Account, until the earlier of the two events take place: (1) we receive the Payout API instruction from the Platform Provider, or (2) a period of twenty-eight (28) days from the date of the payment transaction expired (or a period of up to ninety (90) days under the circumstances mentioned in Section 4.2.4 fourth sentence); and

4.3.2. that PayPal may share information, such as financial and transaction data, with the Platform Provider as necessary for the provision of the Services, including facilitating your relationship with the Platform Provider. This data may include Personal data. "Personal data" means information that can be associated with an identified or identifiable natural person. Personal data can include, but is not limited to, name, postal address, telephone number, email address, payment card number, other financial account information, account number and date

of birth.

4.4. You hereby agree as a principal to confer the authority to the Platform Provider as your exclusive agent to:

4.4.1. access your Platform Delegated Seller Account, and perform any and all actions therein in your name, on your behalf and instead of you, that a Primary PayPal Account User can perform, subject to this Agreement and any restrictions under the applicable law;

4.4.2. communicate with us as your sole representative, in relation to your Platform Delegated Seller Account and that any such communication in writing shall be considered as if received from and/or communicated to you directly, subject to this Agreement and any restrictions under the applicable law. As representative, the Platform Provider shall be released from any restrictions of self-contracting under any applicable local laws.

4.5. You acknowledge that to the extent permissible by law we shall not be liable for any delays and/or errors in the execution of the payment transactions caused directly or indirectly by the technical or other issues due to the Platform Provider and/or its technical integration with PayPal. You further agree to take full responsibility to the extent permissible by law of the actions or omissions of the Platform Provider, as stipulated in Sections 4.1 to 4.4 inclusive, when acting in your name and on your behalf in performing certain of your obligations when receiving Platform Delegated PayPal Services from us.

4.6. You agree that you can use our Services only if you are located in a country where PayPal offers Platform Delegated PayPal Services.

4.7. Should you decide not to comply with the technical service requirements stipulated in Sections 4.1 to 4.4 inclusive, you will no longer be able to receive Platform Delegated PayPal Services via the Platform. You will in that case need to liaise with us to organise a direct technical integration of your website with PayPal systems in order to be able to continue receiving our payment services.

5. DATA SHARING

You understand and agree that your Platform Provider and PayPal will share certain information about you, including Personal Data as described in 4.3, and activity on your Platform Delegated Seller Account, your transactions and any other information necessary to facilitate your use of the Services or our provision of the Services, as well as any other data concerning your Platform Delegated Seller Account that you will agree to share with the Platform Provider. Where PayPal receives Personal Data, it will be processed in accordance with the **PayPal Privacy Statement** and the **Banking Regulations Notice** for Customers in the EEA included in the Privacy Statement.

You further acknowledge that information we share with your Platform Provider will be used and disclosed in accordance with the Platform Provider's privacy practices.

6. TAX

(a) Definitions. "Taxes" means any taxes, charges, or similar assessments of any nature, including, without limitation, value-added, sales, digital services, stamp, transfer, or withholding taxes, assessable by any jurisdiction or governmental authority. "Excluded Taxes" means (i) Taxes based upon gross or net income, (ii) franchise taxes or (iii) property, personal property or rental taxes.

(b) General Obligations. Except as otherwise specified herein, each Party will bear its own Taxes incurred with respect to or resulting from performing under this Agreement.

(c) Indirect Tax. Except as otherwise specified herein, all amounts payable by Merchant to PayPal under this Agreement are considered exclusive of any applicable Taxes and Merchant will be responsible for paying PayPal any applicable Taxes imposed on such fees which PayPal is legally required to collect.

(d) Withholding tax. Merchant confirms it will not withhold any Taxes on amounts payable by Merchant to PayPal unless required under applicable law; provided that, in the event Merchant withholds any Taxes on amounts payable to PayPal or makes any deduction in relation thereto, the amounts payable to PayPal by Merchant will be increased by such additional amount to ensure that PayPal receives the full amount that would have been received had there been no withholding or deduction. Upon request by PayPal, Merchant will timely deliver to PayPal written documentation evidencing payment of the Taxes to the relevant governmental authorities. Upon request by Merchant, PayPal will provide such forms, certifications or other documents as are within its control and are legally required to reduce any applicable withholding taxes.

(e) Tax Forms and Reporting. We may request that you provide PayPal and/or the Platform with your tax identification number and/or other tax-related documentation or information. If you do not provide the requested information or keep documentation up to date in your account, you may be subject to account holds or limitations on gross payments received.

7. REPRESENTATIONS AND WARRANTIES

7.1. You represent and warrant that you have the full power and authority to execute, deliver and perform this Agreement. This Agreement is binding and enforceable against you and no provision requiring your performance is in conflict with your obligations under any agreement to which you are a party. If you are agreeing to the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity. If you are agreeing to these terms in your personal capacity, you represent and warrant that you are of legal age.

7.2. You represent that you are, and at all times during the term you further warrant that you will continue to be, duly organized, authorised and in good standing under the laws of the state, region or country of your organization and duly authorized to do business in all states, regions or

countries in which you operate.

7.3. You represent and warrant that all information you provide to us directly or through the Platform, including any information you provide about individuals who own or control you company, is complete and accurate and that you will keep the information up to date on the Platform.

7.4. You represent and warrant that the Services are being used for business purposes only and not for personal, family or household purposes.

8. TERM AND TERMINATION

8.1. Term. The term of this Agreement shall commence when you create a Platform Delegated Seller Account and shall continue for as long as you are enabled to use the Services on the Platform or until terminated as set forth herein.

8.2. Termination by you or Platform Provider. You may terminate this Agreement at any time by informing your Platform Provider of your intent to terminate this Agreement. In addition to your initiation of termination, Platform Provider may terminate the Services at any time and for any reason on your behalf upon written notice to PayPal.

8.3. Termination by PayPal. PayPal may terminate this Agreement or suspend services to you at any time if any of the following occurs: (1) we are required by a payment network association, an acquiring bank, or an order from a regulatory body to cease providing services to you or to limit services to you; (2) we believe that you have breached this Agreement; (3) we determine that your use of the Platform Delegated PayPal Services carries an unacceptable amount of risk, including credit or fraud risk, to us or to any third party; or (4) any other legal, reputational, or risk-based reason exists, in PayPal's sole discretion. We may also terminate this Agreement by providing you with the two months' prior notice. In both cases, whether a termination is with cause or for convenience, you accept that a notice sent from us to the Platform Provider shall be accepted by you as a due notice of termination of this Agreement.

8.4 Effect of Termination. After termination by either party as described above, you shall no longer have access to, and shall cease all use of, the Platform Delegated PayPal Services. Any termination of this Agreement does not relieve you of any obligations to pay any fees, costs, penalties, chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

9. INDEMNIFICATION, LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES

In relation to the limitation of liability, indemnification and disclaimer of warranties, please refer to the following provisions of the User Agreement which shall apply mutatis mutandis to this Agreement and for the avoidance of doubt the reference to the Service(s) shall be read to refer to Service(s) as defined by this Agreement: **Limitation of liability**, **No warranty** and

Indemnification.

10. GENERAL TERMS

10.1. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

10.2. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

10.3. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement without the written consent of PayPal. PayPal may assign this Agreement in its sole discretion without your written consent.

10.4. Amendment. We may at any time amend, delete or add to this Agreement, including the fees and other amounts which apply to your Platform Delegated Seller Account (a "Change") by giving notice of such Change by e-mail or other electronic transmission to the Platform Provider as your representative. A Change will be made unilaterally by us and you will be deemed to have accepted the Change after the Platform Provider as your representative has received notice of it. We'll make a two months' notice of any Change with the Change taking effect once the 2 months' notice period has passed, except that the two months' notice period will not apply where a Change is required by law or relates to the addition of a new service, extra functionality to the existing Service or any other change which neither reduces your rights nor increases your responsibilities. In such instances, the Change will be made without prior notice and shall be effective immediately. If you do not accept the Change, you must close your Platform Delegated Seller Account. If you do not object to a Change by Platform Provider closing your Platform Delegated Seller Account within the two months' notice period, you will be deemed to have accepted it. While you may close your Platform Delegated Seller Account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to terminating this Agreement and please further note our rights under section 7 (Term and closing Your Account) of the User Agreement.

10.5. Independent Contractors. The relationship of PayPal and you is that of independent contractors. Neither you nor any of your employees, consultants, contractors or agents are agents, employees, partners or joint ventures of PayPal, nor do you or they have any authority to bind PayPal by contract or otherwise to any obligation. None of such parties will represent anything to the contrary, either expressly, implicitly, by appearance or otherwise.

10.6 Contracting Entity. "PayPal," "we," or "us" in this Agreement means PayPal (Europe) S.à r.l.

et Cie, S.C.A. (R.C.S. Luxembourg B 118 349), duly licensed as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector as amended (the "Law") and is under the prudential supervision of the Luxembourg supervisory authority, the Commission de Surveillance du Secteur Financier.

10.7 Notices to you. You accept that any and all notices required by this Agreement will be provided to the Platform Provider as your representative. You agree that electronic notices and disclosures have the same meaning and effect as if we had provided you with a paper copy.

10.8 Governing Law and Jurisdiction. This Agreement and the relationship between us shall be governed by the laws of the Grand Duchy of Luxembourg, subject to your local mandatory rights. For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the courts of Luxembourg arising out of or relating to this Agreement or the provision of our Services.

10.9 Entire Agreement. This Agreement, including all the documents referred to herein, sets forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersedes all prior promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.